

**COUNTY OF MONTEREY  
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: \_\_\_\_\_

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services  
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “COUNTY”) and **HARMONY AT HOME** (hereinafter “CONTRACTOR”).

**RECITALS**

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

WHEREAS, COUNTY and CONTRACTOR previously entered into that certain Mental Health Services Agreement A-15270 effective July 1, 2021 (the “Prior Agreement”). The parties wish to mutually terminate all obligations between the parties arising from the Prior Agreement, effective as of the Effective Date of this Agreement. Therefore, as of the Effective Date of this Agreement, COUNTY and CONTRACTOR agree that the Prior Agreement is unconditionally terminated in its entirety and shall have no further force or effect.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**I. DEFINITIONS**

**A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)**

“Behavioral Health Information Notice” or “BHIN” means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

**B. BENEFICIARY OR CLIENT**

“Beneficiary” or “client” mean the individual(s) receiving services.

**C. DHCS**

“DHCS” means the California Department of Health Care Services.

**II. SERVICES TO BE PROVIDED**

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **School-based counseling and youth mental health education.**

**III. EXHIBITS**

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION  
EXHIBIT B: PAYMENT AND BILLING PROVISIONS  
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION  
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE  
REHABILITATION ACT OF 1973, AS AMENDED  
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY  
CULTURAL COMPETENCY POLICY  
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT  
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM  
EXHIBIT H: BUDGET AND EXPENDITURE REPORT  
EXHIBIT I: AUDITS AND AUDIT APPEALS

**IV. PAYMENT BY COUNTY**

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a “Funded Program” is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.

- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

## V. TERM AND TERMINATION

- A. Term. This Agreement shall be effective **April 1, 2025** and shall remain in effect until **June 30, 2026**.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;
  2. CONTRACTOR'S failure to abide by Grievance decisions;
  3. CONTRACTOR'S failure to meet COUNTY qualification criteria;
  4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;
  5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;
  6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
  7. CONTRACTOR loses its licensure or certification;
  8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
  9. Breach by CONTRACTOR of any confidentiality obligation;
  10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;
  12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
  13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
  14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.
- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.
- E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and
5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

## **VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS**

- A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.
- B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

## **VII. CONTRACT MONITORING AND QUALITY CONTROL**

- A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.
- B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.
- C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.
- D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

## **VIII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS**

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.
- B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

**D. Exclusion from Participation in Federal Health Care Program or State Equivalent.**

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).
  - a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.
  - b. The OIG list is currently found at the following web address: <http://exclusions.oig.hhs.gov>. The S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp>.

**IX. PATIENT RIGHTS**

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).
- B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

**G. Reporting Unusual Occurrences**

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.
2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:
  - a. Complete written description of event including outcome;
  - b. Written report of CONTRACTOR's investigation and conclusions;
  - c. List of persons directly involved and/or with direct knowledge of the event.
3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

#### **X. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION**

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.
- B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

#### **XI. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE**

- A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.



- B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.
- C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

## **XII. 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.

## **XIII. INSURANCE**

- A. 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 Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.
- B. Qualifying Insurers. All coverage, 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 Contracts/Purchasing Officer.

- C. 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:
1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.
  2. 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 if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over \$100,000 or of not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is \$100,000 and less.
  3. 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.
  4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional 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 (3) years following the expiration or earlier termination of this Agreement.
- D. Other Insurance 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 (3) 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 (30) calendar 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 insured 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 Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete 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 Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, 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 (5) 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 at all times 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 Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

#### **XIV. ACCESS TO AND AUDIT OF RECORDS**

- A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The

COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

- B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.
- C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.
- D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.
- E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

## **XV. NON-DISCRIMINATION**

- A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting

services are free of such 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 unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

- B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
  
- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.
  
- D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:
  - 1. California Code of Regulations, Title 9, §§ 526, 527;
  - 2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
  - 3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
  - 4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
  - 5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;

6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.
- F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.
- G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

## **XVI. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY**

- A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.
- B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.
- C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

## **XVII. DRUG FREE WORKPLACE**

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or organization's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
  - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

## **XVIII. INDEPENDENT CONTRACTOR**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times 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 particular 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, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

## **XIX. SUBCONTRACTING**

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

## **XX. GENERAL PROVISIONS**

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, 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. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.



- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. 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 professional services required to be rendered under this Agreement.
- F. Construction of Agreement. The parties 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 hereto.
- G. 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.
- H. 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.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.
- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.
- O. 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 insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. 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.

## **XXI. NOTICES AND DESIGNATED LIAISONS**

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

### **COUNTY OF MONTEREY**

Elsa Jimenez  
Director of Health Services  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4526

### **CONTRACTOR**

Julianne Leavy  
Executive Director  
Harmony at Home  
3785 Via Nona Marie, Ste. 300  
Carmel, CA 93922  
(831) 625-5160

(The remainder of this page is left intentionally blank)

**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: \_\_\_\_\_  
Elsa Jimenez, Director of Health Services

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

DocuSigned by:

By: \_\_\_\_\_  
Kevin Serrano  
County Counsel

Date: 4/24/2025

Approved as to Fiscal Provisions <sup>2</sup>

DocuSigned by:

By: \_\_\_\_\_  
Jennifer Forsyth  
Auditor-Controller's Office

Date: 4/25/2025

Approved as to Liability Provisions <sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

County Board of Supervisors' Agreement Number: \_\_\_\_\_

**CONTRACTOR**

**HARMONY AT HOME**

Contractor's Business Name \*

By: \_\_\_\_\_

Jose Arreola  
(Signature of Chair, President,  
or Vice-President) \*

JOSE ARREOLA, PRESIDENT

Name and Title

Date: \_\_\_\_\_

4/18/2025

By: \_\_\_\_\_

DocuSigned by:

Ignacio Escamilla  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer) \*

IGNACIO ESCAMILLA, TREASURER

Name and Title

Date: \_\_\_\_\_

4/17/2025

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made to Insurance or Indemnification provisions

## **EXHIBIT A: PROGRAM DESCRIPTION**

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### **I. IDENTIFICATION OF PROVIDER**

Harmony at Home  
3785 Via Nona Marie #300  
Carmel, CA 93923  
831-625-5160

Incorporation Status: Non-profit  
Type of Program: School-based  
Type of License(s): Marriage Family Therapy (MFT), MFT Intern, Licensed Clinical Social Worker (LCSW), Associate in Social Work Intern, and Pupil Personnel Services Credential Interns, supervised by MFT's & LCSW's

### **II. POPULATION OF FOCUS**

Monterey County school-aged children who have been exposed to Adverse Childhood Experiences (ACES) and other trauma that impacts their mental health and wellbeing.

### **III. PROGRAM DESCRIPTION**

#### **A. PROGRAM 1: STICK & STONES® SCHOOL-BASED COUNSELING**

##### **1. PROGRAM DESCRIPTION**

The Sticks & Stones® School-Based Counseling Program is a prevention program for children exposed to violence and trauma in Monterey County. Harmony at Home's (HAH) mission is "to end the cycles of violence and abuse by empowering children and young adults with the knowledge, skills, and confidence to lead healthy and productive lives."

The Sticks & Stones® School-Based Counseling Program shall address the emotional trauma and related issues of children who have witnessed violence. This PEI program shall be delivered by the CONTRACTOR working in a non-traditional mental health setting to reduce the stigma that children may otherwise face as a result of having to endure the effects of being exposed to trauma. Psychosocial educational counseling or brief therapy in a group setting or individual basis will be provided to help prevent the development of serious emotional disturbance. Services will be provided virtually on an individual basis, if a child is not at school or in person at the school site either individually or in a small (3-5 people) group. Adjunctive family psycho-education and supports will be provided, on a limited basis, depending on the hours contracted with each school partner, to help parents/caregivers respond to the developmental needs of their children in a trauma-informed manner. Parent support services may be offered virtually or in person.

## **2. PROGRAM GOALS**

- a) To improve child and/or youth overall functioning.
- b) To promote parent/caregiver involvement in meeting their child's academic, social and psychological needs.
- c) To provide community resource information and referrals for children and families requiring additional mental health services.
- d) To prevent the future development of serious emotional disturbance and/or serious mental illness.
- e) To reduce stigma regarding domestic violence, mental illness and those who access mental health services.

## **3. SCOPE OF WORK**

- a) CONTRACTOR shall provide counseling services on school grounds and at an offsite location as it is deemed necessary, to address the emotional needs of children who have experienced trauma.
- b) CONTRACTOR shall work with parents/caregivers initially to obtain their authorization to serve their child and will also provide parent/caregivers with tools to help create a home environment that will foster a child's healthy psychological and emotional development.
- c) CONTRACTOR shall consult with parents/caregivers to assess and refer them to the appropriate support services to help them address their children's needs in relationship to the mental health services the child is receiving for trauma related issues.
- d) CONTRACTOR shall address domestic violence issues from the perspective of trauma-exposed children who are living in stressed families and are at risk of school failure or juvenile justice involvement.
- e) CONTRACTOR shall develop and maintain partnerships with Monterey County public schools, Monterey County Behavioral Health Bureau and local community- based organizations and shall link students in need of additional mental health services and supports through the referral system established at the school site where the student is enrolled.
- f) CONTRACTOR shall participate in planning for sustainability of the program in collaboration with key Behavioral Health staff and the PEI Coordinator.
- g) CONTRACTOR shall assure services are planned, provided and evaluated using practices that demonstrate the core values of the Mental Health Services Act, i.e.

culturally and linguistically competent; consumer and family driven; integrated and coordinated service experience; wellness and recovery focused; strength-based and resiliency-building; timely and accessible.

- h) CONTRACTOR shall provide services to a minimum of 200 children each fiscal year and a minimum of 50 parent contacts and/or referrals.
- i) CONTRACTOR shall provide trauma-informed counseling services to students in Monterey County public schools in districts identified in collaboration with the Monterey County Behavioral Health. Districts will be selected based on factors indicating highest need, such as: service disparities and student demographics determining that the students to be served are members of an underserved cultural population. Underserved cultural populations is defined as: those who are unlikely to seek help from any traditional mental health service either because of stigma, lack of knowledge, or other barriers, such as members of ethnically/racially diverse communities, members of gay, lesbian, bisexual, transgender communities, etc., that seek non-traditional mental health services.
- j) CONTRACTOR shall provide identified districts with the following:
  - i. Three (3) ten (10) week School-based Counseling program series over a thirty- four (34) week term. In each ten (10) week counseling program series a minimum of four (4) children shall be served, if services are provided in person. Services provided virtually are delivered on an individual basis.
  - ii. The fourth program series consists of the Parent Education and Family Support services over the school term.
- k) CONTRACTOR shall assign a licensed clinician or qualified intern/trainee to each of the school sites being served.
- l) CONTRACTOR shall provide assessments determining the service needs of each referral and provide referrals to other services as needed.
- m) CONTRACTOR shall provide clinical supervision for CSU Monterey Bay Master of Social Work Program student interns who will enhance the level of counseling services available in the schools setting.

#### **4. POPULATION OF FOCUS**

Monterey County school-aged children who have been exposed to Adverse Childhood Experiences (ACES) and other trauma that impacts their mental health and wellbeing.

#### **5. REPORTING REQUIREMENTS**

CONTRACTOR shall meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and program outcomes.

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight

and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in each Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

## **6. DESIGNATED CONTRACT MONITOR**

Kacey Rodenbush  
Behavioral Health Service Manager II  
299 12th Street  
Marina, CA 93933  
(831) 647-7651

## **B. PROGRAM 2: FAMILY FIRST**

### **1. PROGRAM DESCRIPTION**

Harmony At Home's Family First program supports young expectant mothers, fathers, and guardians ages 13-25 who have become parents before having the opportunity to finish school or acquire their GED. The support includes assigning a 1:1 home visiting Case Advocate (parent educator and so much more), offering peer support groups and family bonding activities, and supplementing for the basic needs of infants (diapers, wipes, formula), as well as providing education and connection to resources. Family First provides comprehensive, trauma-informed services for young women and men who become young parents, and their children, breaking two generations of poverty, and in some cases, abuse and neglect. Our young mothers and fathers have been through significant trauma in many areas of their lives. They now find themselves in a position to deeply impact a child, while also caring for and developing themselves as young women and men. These young mothers and fathers want a better life for themselves and their children.

The Family First program provides the access to supports and opportunities needed for two generations to thrive by empowering young mothers and fathers to complete high school and persist through post-secondary education and nurture their child's positive development to ensure the success of the whole family. The mission of Family First is to help underserved teen mothers, fathers, and their children become educated, self-sufficient, valued members of society. Family First believes that education is the key factor in breaking the intergenerational cycle of poverty faced by young families and builds pathways to prosperity for two generations, i.e., young mothers, fathers, and their children.

### **2. PROGRAM GOALS**

- a) Complete high school and post-secondary education.
- b) Develop the knowledge and skills to nurture their child's positive development.

### 3. SCOPE OF WORK

- a) Advocates will work with each young family providing the following supports:
  - i. Educational navigation: planning for and achieving educational goals through post-secondary while mitigating barriers to success and connecting resources needed to overcome challenges. Financial well-being and helping the development of financial literacy, building professional/career skills that they will utilize post high school and into the next phase of their education and careers.
  - ii. Parenting & Child Development: parenting skills, childhood development education, and emotional regulation skill building for mother and child.
  - iii. Resources: Educating them and connecting them with a variety of local resources so they can be aware of all that is entitled to them and their child/ren.
  - iv. Health and wellness: Partner with organizations to help increase their knowledge on family planning to further the development and connection to physical, emotional, and mental health care resources for both mother, father and child.
- b) Methods of Service Provision:
  - i. Advocates work with the young mothers and fathers (also referred to as “members”) once per week in groups, either virtually or in-person. \*
  - ii. Advocates meet individually for coaching sessions every week.
  - iii. Advocates provide members with diapers, baby clothes (funded by donations), healthy snacks, and various incentives such as gift cards to best support young mothers and their babies.
  - iv. Advocates could provide transportation to doctors’ appointments, accompanying members to school counseling appointments and, for positive incentives, for example, field trips.
  - v. Advocates provide referrals for any services determined to be of benefit for each member; this would include referrals for physical health care and mental health support services. The Advocate follows up with the professional, obtaining necessary releases, to ensure that the member is receiving the most effective services for the identified needs.
  - vi. Advocates support members as they navigate through their college or career experience. Members in post-secondary education continue to receive individual coaching twice monthly. They may also be eligible to receive and educational stipend of \$500 every six months, from a partner agency, or could potentially partner with local educational institutions to receive a scholar that can be used for expenses that support school attendance.
  - vii. Educational workshops, while open to all members, are focused on members in post-secondary education. These workshops are focused in areas to support continued life skill and knowledge building to ensure member success through and beyond postsecondary education.

\* Note: Currently coaching sessions are conducted virtually with a plan to resume to in-person support. When this occurs, Advocates will meet at the



members' high schools, go to their homes, meet at our offices, a park setting or a coffee shop, wherever the Advocates can most effectively connect with the members. Transportation and other in-person support related to appointments will resume when feasible. Aforementioned services impacted by the COVID-19 pandemic and will be reinstated according to State and County Health Department guidelines.

c) Program Capacity & Total Number Of Individuals To Be Served

- i. CONTRACTOR shall provide services up to 80 Members and their children will be served. The number of children served will be based on family size and will range from 70-90.

d) Expected Outcomes

At completion of the program:

- i. 85% of members will complete high school, or its equivalent, or will be on track towards graduation at program completion.
- ii. 75% of those members who have graduated from high school will persist through completion of a post-secondary degree or certificate.
- iii. 75% of members will demonstrate a decrease in parenting stress from the beginning of the program-to-program completion, as measured by the Parenting Stress Index (PSI)-4.
- iv. 85% of members' children will meet age-appropriate developmental milestones as measured by the Ages and Stages Questionnaire (ASQ).

e) Service Delivery Site(s) & Hours of Operation

i. Sites:

South Monterey County Joint Union High School District and Greenfield Union School District have offered space for HAH to implement services. Virtual platforms (as needed to comply with State and County Health Department COVID- 19 pandemic guidelines), Homes, Coffee Shops, and Parks within a safe and reasonable walking distance of each member. Monterey Peninsula and North Monterey County school sites TBD.

ii. Hours of Operation:

Advocates respond to members anytime during the workday (8AM to 5PM); in some cases of crisis, Advocates may respond after hours or on weekends. HAH's staff are trained in resource management to determine appropriate interventions in the event of a crisis. Advocates are supported in maintaining clear boundaries around their availability to their members. Advocates provide field trip incentives which often occur over a 2–3-day period, in which case they are available 24/7 during those special events.

#### **4. POPULATION OF FOCUS**

Young women and men who become mothers and fathers as teens and/or young adults and their children residing in Monterey Peninsula, North Monterey County and South Monterey County.

#### **5. REPORTING REQUIREMENTS**

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on member and program outcomes; oversee contract implementation; and evaluate, program effectiveness, issues, and recommendations.

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention ([PEI regulations](#)). Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH’s designated Contract Monitor and to EvalCorp at the email address of: [mcbh-eval@evalcorp.com](mailto:mcbh-eval@evalcorp.com).

#### **6. DESIGNATED CONTRACT MONITOR**

Kacey Rodenbush  
Behavioral Health Service Manager II  
299 12th Street  
Marina, CA 93933  
(831) 647-7651

### **C. PROGRAM 3: BULLYING PREVENTION**

#### **1. PROGRAM DESCRIPTION**

The Bullying Prevention Program is a prevention program for children who have or are experiencing and/or participating in bullying or showing signs of bullying behaviors at school. Harmony At Home’s (HAH) mission is “to end the cycles of violence and abuse by empowering children and young adults with the knowledge, skills, and confidence to lead healthy and productive lives.”

The Bullying Prevention Program will provide a Bullying Prevention Coach/Specialist that shall address the emotional stress and fear that is being created on school campus by bullying behaviors. The Bullying Prevention Program shall educate the entire student body at designated school sites on different bullying prevention strategies in the form of staff trainings and refresher trainings. The Bullying Prevention Coach/Specialist help

educate staff on defining what is bullying, the various bullying platforms, prevention, classroom meetings, and parent's workshops. The Bullying Prevention Coach/Specialist will also facilitate a Student Led Assembly. The Student Led Assembly is a presentation created by a group of students which will meet for 12 weeks to develop said presentation on one or more topics surrounding bullying. The Student Led Assembly will then be delivered to the entire student body (Students, Teachers, Administrative Staff). The Bullying Prevention Coach/Specialist will also provide a full school day of on campus support to their designated school site once per week. While at the school site said Bullying Prevention Coach/Specialist will provide on the spot intervention support, classroom meeting support, parent workshops, staff refreshers, and a presence on campus for any questions surrounding Bullying.

## **2. PROGRAM GOALS**

- a) Help create an Anti-bullying culture on every school campus we have a BP Coach/Specialist present.
- b) Bring the Upstander mentality to all students and faculty on school campus.
- c) Educate teachers and staff on how to create safe bullying free classrooms.
- d) Increase awareness amongst students and their families about bullying behaviors and tendencies.

## **3. SCOPE OF WORK**

- a) Services to be provided include:
  - i. BP Coach/Specialist will provide staff training year-round at each of the 4 MCBH designated schools.
  - ii. BP Coach/Specialist will help create/facilitate a Student Led Assembly
  - iii. BP Coach/Specialist will coordinate with administrative school staff dates to present the Student Led Assembly to the entire student body.
  - iv. BP Coach/Specialist will be present on campus for the full school day to provide support with on-the-spot interventions, classroom meetings, De-escalations, teacher coaching sessions, go for information on all things regarding bullying prevention.
  - v. BP Coach/Specialist will collaborate with staff and campus counselors if a referral is to be made for bullying behaviors.
- b) Program Capacity & Total Number of Individuals
  - i. CONTRACTOR shall serve up to 800 students, 45 teachers, and 45 school administrative staff.
- c) Expected Outcomes
  - i. Reduce existing bullying problems amongst students and the student body.
  - ii. By reducing bullying on campus, we hope to limit the number of referrals to the counselors due to bullying.
  - iii. Educate 85% of the school body on how to be an upstander and the effects of bullying.

- iv. Empower students and teachers to stick up to bullying and reduce the amount of bullying behaviors on campus.
  - v. Prevent the development of new bullying problems and to achieve better peer relations at school and the community.
- d) Service Delivery Site(s) & Hours of Operation
- i. Sites: To be determined by MCBH
  - ii. Hours of Operation: During school site hours, which can range between 7:30am – 4:00pm, In some cases, the BP Coach/Specialist will provide support/presentations after school hours or on weekends with prior approval from management.

#### **4. POPULATION OF FOCUS**

Entire Student Body including Students, Teachers, Administrative staff and families of those attending schools with a BP Coach/Specialist.

#### **5. REPORTING REQUIREMENTS**

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on member and program outcomes; oversee contract implementation; and evaluate, program effectiveness, issues, and recommendations.

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the Prevention and Early Intervention (PEI) regulations. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH’s designated Contract Monitor and to EvalCorp at the email address of: [mcbh-eval@evalcorp.com](mailto:mcbh-eval@evalcorp.com).

#### **6. DESIGNATED CONTRACT MONITOR**

Kacey Rodenbush  
Behavioral Health Service Manager II  
299 12th Street  
Marina, CA 93933  
(831) 647-7651

## **D. PROGRAM 4: RAINBOW CONNECTIONS SCHOOL BASED SUPPORTS**

### **1. PROGRAM DESCRIPTION**

On May 25, 2023, the County of Monterey Behavioral Health Bureau received approval from the Mental Health Services Oversight and Accountability Commission (MHSOAC) for the “Rainbow Connections” Innovation Program. This Innovation Program aims to build capacity among service providers, educators, school administrators, parents, caregivers and other adults serving LGBTQ youth populations in Monterey County, to be able to identify the needs of LGBTQ youth and provide affirming care and service referrals. In addition to promoting interagency communication and collaboration to support improved outcomes for the population of focus, the Rainbow Connection Innovation Program also aims to improve the mental health outcomes and functioning of LGBTQ youth and their families.

Multiple vendors have been selected to assist COUNTY in the implementation and evaluation of the Rainbow Connections Innovation Program. Harmony at Home will maintain an important role in this project by providing LGBTQ youth mental health and wellness training and supports in public schools across the county and facilitate referrals for mental health services for LGBTQ youth and their families.

Harmony at Home shall execute work to provide a modified version of the Bullying Prevention Program described in Program 3 and make available the “Welcoming Schools” curriculum to schools throughout the county. The modified Bullying Prevention Program associated with Rainbow Connections is a prevention program for children who have or are experiencing and/or participating in bullying or showing signs of bullying behaviors at school, specifically related to LGBTQ concerns. The Bullying Prevention Program will provide a Bullying Prevention Coach/Specialist who shall address the emotional stress and fear that is being created on school campus by bullying behaviors. The Bullying Prevention Program will receive and/or maintain “Welcoming Schools” training from the Human Rights Campaign Foundation in their LGBTQ Awareness and bullying prevention strategies. Harmony At Home will then utilize their training and our own internal curriculum to educate the entire student body at designated school sites.

The different bullying prevention topics & strategies that will be discussed will be surrounding LGBTQ awareness and the best strategies to support the LGBTQ community with bullying awareness and best practices towards prevention. Harmony at Home will also support the schools in the form of a series of trainings to be delivered to the school Staff/Faculty, Students and also Parent workshops. The focus of these trainings will be how to address bullying towards the LGBTQ community, respecting others and also working with parents on how to handle bullying situations at home towards their LGBTQ children.

Harmony At Home will also provide a student-led assembly that will provide awareness and education to the entire student body on topics surrounding bullying and bullying prevention and will also address LGBTQ as a targeted group and provide awareness on how to prevent Bullying surrounding the LGBTQ Community. The Bullying Prevention Coach/Specialist will also facilitate the Student Led Assembly. The Student Led Assembly is a presentation created by a group of students who will meet for 10-12 weeks during the school year to develop said presentation on topics surrounding bullying and bullying prevention and will also address LGBTQ as a targeted group and provide awareness on how to prevent Bullying surrounding the LGBTQ Community. The Student Led Assembly will then be delivered to the entire student body (Students, Teachers, Administrative Staff).

## **2. PROGRAM GOALS**

- a) Help create an Anti-bullying culture on every school campus we have a BP Coach/Specialist present.
- b) Bring the Upstander mentality to all students and faculty on school campus.
- c) Educate teachers and staff on how to create safe bullying free classrooms that are accepting and provide awareness to all targeted groups at school campus with a focus on the LGBTQ+ Community.
- d) Increase awareness amongst students and their families about bullying behaviors, targeted groups and proper vocabulary and approach to handling bullying situations around targeted populations such as the LGBTQ+ community and bullying tendencies.

## **3. SCOPE OF WORK**

- a) Services to be provided include:

### **i. Deliverable 1: LGBT Bullying Prevention Programming**

- 1. Purchasing and acquisition of necessary licensing and materials necessary to facilitate “Welcoming Schools” education and outreach activities in schools across the county.
- 2. Employ two (2) 1.0 FTE Bullying Prevention (BP) Specialists, supported by a 0.25 FTE Program Manager.
- 3. Train BP Coach/Specialists and an estimated 12 staff persons in “Welcoming Schools” educator training curriculum.
- 4. BP Coach/Specialists will provide staff training year-round at each of the MCBH designated schools.
- 5. BP Coach/Specialists will help create/facilitate a Student Led Assembly.
- 6. BP Coach/Specialists will coordinate with administrative school staff dates to present the Student Led Assembly to the entire student body.
- 7. BP Coach/Specialists will be present on campus for the full school day to provide support with on-the-spot interventions, classroom meetings,

De-escalations, teacher coaching sessions, go for information on all things regarding bullying prevention.

8. BP Coach/Specialists will collaborate with staff and campus counselors if a referral is to be made for bullying behaviors.
9. Performing community-based marketing, education, and outreach activities to promote events and services associated with the Rainbow Connections Innovation Plan. Associated marketing, education and outreach activities include, but are not limited to:
  - a) Developing and maintaining a dedicated Rainbow Connections webpage on the Harmony at Home website including the MCBH Rainbow Connections logo, a brief description of the Rainbow Connection project, the role that Harmony at Home plays as a collaborative partner, and a link to the Rainbow Connections LinkTree.
  - b) Posting Harmony at Home Rainbow Connections project offerings on social media accounts, advertising at least once monthly throughout the life of the project using branded style guide and the Monterey County Behavioral Health Rainbow Connections logo on promotional materials. All posts will include mentions and tags of all Rainbow Connections collaborative partners.
  - c) Accepting all "Invitations to Collaborate" on Instagram for posts sent by MCBH and other Rainbow Connections collaborative partner agencies to support and reinforce Rainbow Connections social media campaigns deigned to boost community engagement and increase awareness.
  - d) Developing, printing, publishing, and distributing Rainbow Connections resources and materials with the Rainbow Connections branded style guide and Rainbow Connections MCBH logo used to promote Harmony at Home project offerings.
  - e) Including Rainbow Connections project logo and monthly "Celebrating Rainbow Connections in 2025" tailored design in email signature line with all communications related to Rainbow Connections.
  - f) Distributing Rainbow Connections identity items (SWAG) and Rainbow Connections informational materials at all community outreach events that Harmony at Home participates in throughout Monterey County.
  - g) Promoting and supporting participation of Monterey County youth, families, and educators in community outreach events.

ii. Deliverable 2: Ad Hoc Services and Supports

CONTRACTOR may be tasked with providing Ad Hoc Services and Supports, as needed. Given the innovative nature and evolving methods to implement the Rainbow Connections Innovation Plan, CONTRACTOR may

be supported to implement or engage in ad hoc work that will allow for the efficient and effective provision of the scope of services in this agreement. Examples of ad hoc services and supports include, but are not limited to: enlisting additional staff or subject matter experts, engagement of translation services, unanticipated/additional licensing or material expenses, acquiring additional training or training certifications, hosting stakeholder planning events, attending conferences, etc. All tasks and associated reimbursement to be completed under the Ad Hoc Services and Supports budget shall be agreed upon by COUNTY and CONTRACTOR prior to execution.

b) Program Capacity & Total Number of Individuals

- i. Per FY, CONTRACTOR shall serve between 15-20 school sites, reaching approximately 2,000 students, 50 teachers, and 50 school administrators and personnel.

c) Expected Outcomes

- i. Reduce existing bullying problems amongst students and the student body.
- ii. Reduce bullying on campus, provide campus wide awareness and provide awareness and proper communication surrounding the LGBTQ Community.
- iii. Such awareness and education provided will limit the number of referrals to the counselors due to bullying.
- iv. Educate 85% of the school body on how to be an upstander and the effects of bullying.
- v. Empower students and teachers to stand up to bullying and reduce the number of bullying behaviors on campus.
- vi. Prevent the development of new bullying problems and achieve better peer relations at school and the community and targeted groups such as the LGBTQ Community.

d) Service Delivery Site(s) & Hours of Operation

- i. Sites: To be determined by MCBH
- ii. Hours of Operation: During school site hours, which can range between 7:30am – 4:00pm, In some cases, the BP Coach/Specialist will provide support/presentations after school hours or on weekends with prior approval from management.

#### **4. POPULATION OF FOCUS**

Entire Student Body including Students, Teachers, Administrative staff and families of those attending schools with a BP Coach/Specialist. Monterey County youth up to age 24 identifying or exploring identities as lesbian, gay, bisexual, transgender, and queer (LGBTQ) in need of mental health services and supports; and their families.



## **5. REPORTING REQUIREMENTS**

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on member and program outcomes; oversee contract implementation; and evaluate, program effectiveness, issues, and recommendations.

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports, consisting of participant demographic data for each service provided, as well as the program outcomes as required by the MHSA Innovations component regulations. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each month to MCBH’s designated Contract Monitor and to EvalCorp via this email address: mcbh-eval@evalcorp.com.

## **6. DESIGNATED CONTRACT MONITOR**

Kacey Rodenbush  
Behavioral Health Service Manager II  
299 12th Street  
Marina, CA 93933  
(831) 647-7651

**\*\*\*\*\*THIS SECTION INTENTIONALLY LEFT BLANK\*\*\*\*\***

EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rate up to the maximum contract amount.

II. PAYMENT RATE/MONTHLY PAYMENT SCHEDULE

Program Description	Numbers of Service Months per Fiscal Year		Fiscal Year & Monthly Rate	Fiscal Year Total Amount
Program 1: School Based Counseling	10		FY 2024-25 [Apr.-May] \$9,112	\$18,224
			FY 2025-26 \$9,112	\$91,120
Program 1 Subtotal				\$109,344
Program 2: Family First	10		FY 2024-25 [Apr.-May] \$22,083.33	\$44,166
			FY 2025-26 \$22,083.33	\$265,000
Program 2 Subtotal				\$309,166
Program 3: Bullying Prevention	10		FY 2024-25 [Apr.-May] \$7,400	\$14,800
			FY 2025-26 \$7,400	\$74,000
Program 3 Subtotal				\$88,800
Program 4: “Rainbow Connections” School Supports	Deliverable	Numbers of Service Months per Fiscal Year		
	1	12	FY 2024-25 [Apr.-Jun.] \$14,375	\$43,125
			FY 2025-26 \$14,375	\$172,500
	2	N/A	FY 2024-25 \$10,000	\$25,000
			FY 2025-26 \$20,000	\$25,000
	Program 4 Subtotal			
Total Amount				\$772,935

III. PAYMENT CONDITIONS

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce

COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section IV.

- B. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- C. 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 provided as Exhibit G, 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 (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year 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 Exhibit G, 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](mailto:MCHDBHFinance@co.monterey.ca.us)

- 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 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.
- E. 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.
- F. 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.
- G. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

#### 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 **\$772,935** for services rendered under this Agreement for the period of **April 1, 2025 to June 30, 2026**.

Services	FUNDING SOURCE	AMOUNT
Program 1: School Based Counseling	MHSA PEI Funds	\$109,344
Program 2: Family First	MHSA PEI Funds	\$309,166
Program 3: Bullying Prevention	MHSA PEI Funds	\$88,800
Program 4: “Rainbow Connections” School Supports	MHSA INN Funds	\$265,625
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>		<b>\$772,935</b>

**B. Maximum Liability Amount:**

<b>TERM</b>	<b>AMOUNT</b>
April 1, 2025 to June 30, 2026	\$772,935
<b>MAXIMUM COUNTY OBLIGATION</b>	<b>\$772,935</b>

- 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.

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.

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.

**VI. BILLING AND PAYMENT LIMITATIONS**

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. 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, State adjudication of Medi-Cal claims, 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**

- A. 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 C: CONFIDENTIALITY OF PATIENT INFORMATION

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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.

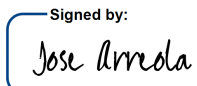
Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose 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:  
  
A88113B307CD421...  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 4/18/2025  
 \_\_\_\_\_  
 Date

**HARMONY AT HOME**  
 \_\_\_\_\_  
 Business Name of Contractor  
  
**JOSE ARREOLA**  
 \_\_\_\_\_  
 Name of Authorized Representative (printed)  
  
**PRESIDENT**  
 \_\_\_\_\_  
 Title of Authorized Representative

## **EXHIBIT D: 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.

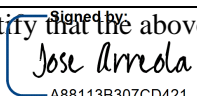
Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal 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	Harmony at Home		
Name of Contractor's Designee	Jose Arreola		
Title of Designee	President		
Street 3785 Via Nona Maria #300			
City Carmel	State CA	Zip 93923	
IRS Employer Identification Number	xx-xxx9331		
I certify that the above information is complete and correct to the best of my knowledge and belief.			
 <small>Signed by:</small> <small>A88113B307CD421</small>		<small>Board President</small> <small>Date</small> 4/18/2025	
Signature and Title of Contractor			



## **EXHIBIT E:**

### **ASSURANCE OF COMPLIANCE WITH**

### **MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY**

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In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

#### **Organizations in a Culturally Competent Service System Promote:**

##### **Quality Improvement**

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

##### **Collaboration**

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

##### **Access**

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

#### **Cultural Competent Services:**

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.

- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

### **Definitions for Cultural Competency**

*“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.*

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

*“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.*

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

*[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.*

(Cross, Bazron, Dennis & Issacs, 1989)

*The ability to work effectively with culturally diverse clients and communities.*

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

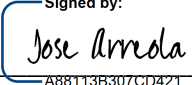
1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and

preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond in an appropriate and respectful manner.
4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these 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 provisions.***

Signed by:  
  
A88113B307CD421  
 Signature of Authorized Representative  
 4/18/2025  
 Date

**HARMONY AT HOME**  
 Contractor (Organization Name)  
**JOSE ARREOLA**  
 Name of Authorized Representative  
**PRESIDENT**  
 Title of Authorized Representative

## **EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT**

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This Business Associate Agreement (“BAA”) effective **April 1, 2025** (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **Harmony At Home** (“Business Associate”) (each a “Party” and collectively the “Parties”).

### **RECITALS**

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, 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”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

### **AGREEMENT**

#### **1. DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R.

§ 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement “(Services Agreement”) between Covered Entity and Business Associate to which this BAA applies.

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

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the 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);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as 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 person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as

a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) 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 and the HITECH Act. At a minimum, the Business Associate shall provide 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 ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors 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;

(h) 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 to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; 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. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, 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;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered



Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) 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. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

## 5. **MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments; Waiver.** This BAA 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 HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA 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 BAA 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 or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Harmony at Home  
 Attn: Jose Arreola  
 3785 Via Nona Marie, Suite 300  
 Carmel, CA 93923  
 Phone: (831) 625-5160

If to Covered Entity, to:

County of Monterey Health Department Attn:  
 Compliance/Privacy Officer  
 1270 Natividad Road  
 Salinas, CA 93906  
 Phone: 831-755-4018  
 Fax: 831-755-4797  
 Email: [sumeshwarsd@countyofmonterey.gov](mailto:sumeshwarsd@countyofmonterey.gov)

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 BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services

Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, 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 provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

**5.9 Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate’s required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	\$2,000,000
12,001 – 30,000	\$3,000,000
30,001 – 60,000	\$5,000,000
More than 60,000	\$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

**5.11 Legal Actions.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

**5.12 Audit or Investigations.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

**5.13 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

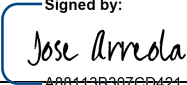
**5.15 Information Blocking Rules.** Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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

**B.BUSINESS ASSOCIATE**

**COVERED ENTITY**

Signed by:



A00113B307CD421...

By: \_\_\_\_\_

Name **Jose Arreola**

Title **President**

Date: 4/18/2025

By: \_\_\_\_\_

Print Name: **Elsa M. Jimenez**

Print Title: **Director of Health Services**

Date: \_\_\_\_\_

EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM

Behavioral Health Invoice Form					
			Invoice Number :		
Contractor : Harmony at Home					
Address Line 1 3785 Via Nona Marie #300			County PO No.:		
Address Line 2 Carmel, CA 93923					
			Invoice Period :		
Tel. No.: 831-625-5160					
Fax No.:					
Contract Term: April 1, 2025 - June 30, 2026			Final Invoice : (Check if Yes)		
BH Division : MHSA			BH Control Number		
Payment Provisions			Total Maximum Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date
Program #1 - School Based Counseling; 1/10 Monthly Cashflow Payment of: \$18,224 in FY 24/25, \$91,120 in FY 25/26			\$109,344.00		
Program #2 - Family First; 1/10 Monthly Cashflow Payment of: \$44,166 in FY 24/25, \$265,000 in FY 25/26			\$309,166.00		
Program #3 - Bullying Prevention; 1/10 Monthly Cashflow Payment of: \$44,166 in FY 24/25, \$265,000 in FY 25/26			\$88,800.00		
Program #4.1 - Rainbow Connections LGBTQ BP Programming; 1/12 Monthly Cashflow Payment of: \$43,125 in FY 24/25, \$172,500 in FY 25/26			\$215,625.00		
Program #4.2 - Rainbow Connections Ad Hoc Services and Supports			\$50,000.00		
TOTALS			\$ 772,935	\$ -	\$ -

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Send to:	<a href="mailto:MHCHDBHFinance@comonterey.ca.us">MHCHDBHFinance@comonterey.ca.us</a>

Behavioral Health Authorization for Payment	
Authorized Signatory	Date

## EXHIBIT H: BUDGET AND EXPENDITURE REPORT

Harmony at Home			
BUDGET AND EXPENDITURE REPORT			
For Monterey County - Behavioral Health			
PROGRAM: School Based Counseling			
	Actual FY 2024-25	Estimated FY 2024-25 (Q4 only)	Requested FY 2025-26
<b>A. PROGRAM REVENUES</b>			
Requested Monterey County Funds		18,224.00	\$91,120.00
Other Program Revenues		281,513.00	\$ 1,126,052
<b>TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)</b>	-	<b>299,737.00</b>	<b>\$1,217,172.00</b>
<b>B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.</b>			
<b>1 Program Expenditures</b>			
2 Salaries and wages		226,605.50	\$906,422.00
3 Payroll taxes		18,128.50	\$72,514.00
4 Employee benefits		9,000.00	\$36,000.00
5 Workers Compensation			
6 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
7 Temporary Staffing			
8 Flexible Client Spending (please provide supporting documents)			--
9 Client Transportation Costs and staff mileage		1,250.00	\$ 5,000
10 Employee Travel and Conference		-	
11 Staff Training		2,500.00	\$ 10,000
12 Communication Costs		750.00	\$ 3,000
13 Utilities			--
14 Cleaning and Janitorial			--
15 Insurance and Indemnity			--
16 Maintenance and Repairs - Buildings			--
17 Maintenance and Repairs - Equipment			--
18 Printing and Publications		750.00	\$ 3,000
19 Memberships, Subscriptions and Dues		-	
20 Office Supplies		2,250.00	\$ 9,000
21 Postage and Mailing		225.00	\$ 900
22 Legal Services (when required for the administration of the County Programs)		-	
23 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))		913.00	\$ 3,652
24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)			\$ -
25 Rent and Leases - building and improvements		4,500.00	\$ 18,000
26 Rent and Leases - equipment			--
27 Taxes and assessments			--
28 Interest in Bonds			--
29 Interest in Other Long-term debts			--
30 Other interest and finance charges			--
31 Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)			--
32 Miscellaneous (please provide details)		1,500.00	\$ 6,000
<b>33 Total Program Expenditures</b>	<b>\$-</b>	<b>268,372.00</b>	<b>\$1,073,488.00</b>

## **EXHIBIT I: AUDITS AND AUDIT APPEALS**

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### **I. AUDITS AND AUDIT APPEALS**

- A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.
- B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.
- C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.
  1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.
  2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.
  3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.
- D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.
  1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
  2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such



appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.
  - a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.
  - b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.
- E. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

## **II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY**

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. Paid in one cash payment by CONTRACTOR to COUNTY;
2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;
  4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR
  5. A combination of any or all of the above.
- B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

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