

**AMENDMENT NO. 1 TO AGREEMENT A-15270  
COUNTY OF MONTEREY & HARMONY AT HOME**

**THIS AMENDMENT** is made to the AGREEMENT A-15270 for school-based counseling services for children who have been exposed to Adverse Childhood Experiences and other trauma that impacts their mental health and wellbeing, by and between **HARMONY AT HOME**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to add the “Teen Success” program to provide comprehensive, trauma-informed services for young women who become mothers as teens and their children, revise the Program Description, Payment and Billing Provisions, Behavioral Health Invoice Form, and Revenue & Expenditure Summary Exhibits, and to incorporate the County’s updated Business Associate Agreement into the Agreement.

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

1. EXHIBIT A-1 PROGRAM DESCRIPTION replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B-1 PAYMENT PROVISIONS replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. EXHIBIT F-1 BUSINESS ASSOCIATE AGREEMENT replaces EXHIBIT F. All references in the Agreement to EXHIBIT F shall be construed to refer to EXHIBIT F-1.
4. EXHIBIT G-1 BEHAVIORAL HEALTH INVOICE FORM replaces EXHIBIT G. All references in the Agreement to EXHIBIT G shall be construed to refer to EXHIBIT G-1.
5. EXHIBIT H-1 REVENUE & EXPENDITURE SUMMARY replaces EXHIBIT H. All references in the Agreement to EXHIBIT H shall be construed to refer to EXHIBIT H-1.
6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
7. This Amendment is effective September 1, 2021.
8. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 25, 2021.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to Agreement A-15270 as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Manager

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

By:   
DocuSigned by:  
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Department Head (if applicable)

Date: 9/2/2021 | 5:38 PM PDT

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

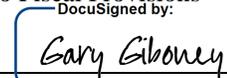
Date: \_\_\_\_\_

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

By:   
DocuSigned by:  
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County Counsel

Date: 7/29/2021 | 5:11 PM PDT

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

By:   
DocuSigned by:  
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Auditor/Controller

Date: 7/29/2021 | 5:13 PM PDT

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

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

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

**HARMONY AT HOME**

By: \_\_\_\_\_  
Contractor's Business Name\*  
  
DocuSigned by:  
8FDDBCB9559F4DC...  
(Signature of Chair, President, or Vice-President)\*

Susan Prest, President  
Name and Title

Date: 7/23/2021 | 9:40 AM PDT

By:   
DocuSigned by:  
7E180EB7D30E476...  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Carol Kolb, Treasurer  
Name and Title

Date: 7/26/2021 | 10:19 AM PDT

\*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 in paragraph 8 or 9

**EXHIBIT A-1:  
PROGRAM DESCRIPTION**

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**PROGRAM ONE: Sticks & Stones**

**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. The Sticks & Stones 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."
  
- B. The 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.

#### **IV. 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:
  - 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.
  - 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.

**V. 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.

**VI. 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.

**VII. CONTRACT MONITOR**

Dana Edgull, LCSW  
Behavioral Health Services Manager II  
Prevention Manager  
Monterey County Health Department  
Behavioral Health Bureau  
1270 Natividad Rd., Salinas CA 93906  
(831) 796-6110

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## **EXHIBIT A: PROGRAM DESCRIPTION**

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### **PROGRAM TWO: Teen Success**

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

Harmony at Home  
Monterey County Chapter of Teen Success, Inc.  
Administrative offices: 3758 Via Nona Marie, Ste 300, Carmel, CA  
831-625-5160

#### **II. INCORPORATION STATUS**

501c3 Non-profit Corporation.

#### **III. PROGRAM NARRATIVE AND SERVICE DESCRIPTION**

##### **A. Program Narrative**

Teen Success, Inc. is a non-profit organization based out of Milpitas, California. Teen Success, Inc. partners with organizations throughout Central and Northern California to support young mothers and their children. Harmony At Home (HAH) is the partner agency and local chapter of the Teen Success, Inc. program in Monterey County. HAH's agreement with Teen Success Inc. is to implement the program with fidelity providing comprehensive, trauma-informed services for young women who become mothers as teens and their children, breaking two generations of poverty, and in some cases, abuse and neglect. Our young mothers 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. These young mothers want a better life for themselves and their children.

The Teen Success program provides the access to supports and opportunities needed for two generations to thrive by empowering young mothers 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 Teen Success, Inc. is to help underserved teen mothers and their children become educated, self-sufficient, valued members of society. Teen Success, Inc. 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 and their children.

##### **B. Service Description**

###### **1. Services to be Provided**

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.
- ii. Early childhood development: parenting skills, childhood development education, and emotional regulation skill building for mother and child.
- iii. Financial well-being: development of financial literacy, building career skills, and connection to career resources.
- iv. Health and wellness: health knowledge development and connection to physical, emotional, and mental health care resources for both mother and child.

b. Methods of Service Provision:

- i. Advocates work with the young mothers (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 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 are also eligible to receive an educational stipend of \$500 every six months, from our partner agency, to 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.

**2. Program Capacity & Total Number Of Individuals To Be Served**

- A. During FY 2021-22 (FY22), 12 Members and their children will be served.
- B. During FY 2022-23 (FY23), an estimated 6 additional new Members and their children will be served.
- C. During the FY22 & FY23 period, an estimated total of 36 individuals (members and their children) will be served.

**C. Program Goals**

- 1. Complete high school and post-secondary education.
- 2. Develop the knowledge and skills to nurture their child’s positive development.

**D. Expected Outcomes**

At completion of the program:

- 1. 85% of members will complete high school, or its equivalent, or will be on track towards graduation at program completion.
- 2. 75% of those members who have graduated from high school will persist through completion of a post-secondary degree or certificate.
- 3. 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.
- 4. 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**

**1. 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.

**2. 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.

**IV. POPULATION/CATCHMENT AREA TO BE SERVED**

Young women who become mothers as teens and their children residing in South Monterey County.

**V. MEETINGS/COMMUNICATIONS**

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.

**VI. REPORTING REQUIREMENTS**

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).

**VII. DESIGNATED CONTRACT MONITOR**

Dana Edgull  
Behavioral Health Services Manager  
Prevention Manager  
Monterey County Health Department  
Behavioral Health Bureau

1270 Natividad Rd.  
Salinas, CA 93906  
(831) 796-6110  
edgulldr@co.monterey.ca.us

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**EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS****I. PAYMENT TYPES**

Negotiated Rate up to the maximum contract amount.

**II. PAYMENT RATE/MONTHLY PAYMENT SCHEDULE**

| <b>Program Description</b>                | <b>Number of Service Months per Fiscal Year</b> | <b>Fiscal Year &amp; Monthly Rate</b> | <b>Fiscal Year Total Amount</b> |
|---|---|---------------------------------------|---------------------------------|
| Program #1:<br>School-Based<br>Counseling | 10  | FY 2021-22<br>\$9,112                 | \$91,120                        |
|   |   | FY 2022-23<br>\$9,112                 | \$91,120                        |

| <b>Program Description</b>  | <b>Number of Service Months per Fiscal Year</b> | <b>Fiscal Year &amp; Monthly Rate</b> | <b>Fiscal Year Total Amount</b> |
|-----------------------------|---|---------------------------------------|---------------------------------|
| Program #2:<br>Teen Success | 10  | FY 2021-22<br>\$7,500                 | \$ 75,000                       |
|                             | 12  | FY 2022-23<br>\$6,250                 | \$ 75,000                       |

**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 **\$332,240** for services rendered under this Agreement.
- B. Maximum Annual Liability:

| <b>FISCAL YEAR</b>                       | <b>FUNDING SOURCE*</b>   | <b>AMOUNT</b>    |
|--|--|------------------|
| FY 2021-2022                             | Mental Health Services Act (MHSA)<br>Prevention & Early Intervention (PEI) Funds | \$ 166,120       |
| FY 2022-2023                             | MHSA PEI Funds   | \$166,120        |
| <b>TOTAL AGREEMENT MAXIMUM LIABILITY</b> |  | <b>\$332,240</b> |

\*The County reserves the right to adjust the funding sources as may be necessary during the term of the Agreement.

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount

shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

## V. BILLING AND PAYMENT LIMITATIONS

- 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**

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."

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective September 1, 2021, 20\_\_ (“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.

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(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

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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;

(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

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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.

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**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: Julianne Leavy, Executive Director

3785 Via Nona Marie

Carmel, CA 93923

Phone: 831-625-5160

Fax: 866-280-0931

Email: julianne@harmony-at-home.org

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@co.monterey.ca.us

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, with limits of not less than \$10,000,000 per claim and in the aggregate. 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.

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**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.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

By:   
C7A30BA59CA8423...  
Print Name Elsa M. Jimenez  
Print Title Director of Health  
Date: 9/2/2021 | 5:38 PM PDT

By:   
F5A9CF74529E4E2...  
Print Name: Julianne Leavy, LFMT  
Print Title: Executive Director  
Date: 7/23/2021 | 11:49 AM EDT

## EXHIBIT G-1: Behavioral Health Invoice Form

|  |   |
|--|---|
| <b>Contractor :</b> Harmony At Home                | <b>Invoice Number :</b> <input style="width: 90%;" type="text"/>                    |
| <b>Address Line 1</b> 3785 Via Nona Marie          | <b>County PO No.:</b> <input style="width: 90%;" type="text"/>                      |
| <b>Address Line 2</b> Carmel, CA 93923             |   |
| <b>Tel. No.:</b> 831-625-5160                      | <b>Invoice Period :</b> <input style="width: 90%;" type="text"/>                    |
| <b>Fax No.:</b> 866-280-0931                       |   |
| <b>Contract Term:</b> July 1, 2021 - June 30, 2023 | <b>Final Invoice :</b> (Check if Yes) <input style="width: 50px;" type="checkbox"/> |
| <b>BH Division :</b> Mental Health Services        | <b>BH Control Number</b> <input style="width: 150px;" type="text"/>                 |

| Payment Provisions  | Total Maximum Amount FY 2021-22 | Dollar Amount Requested this Period | Dollar Amount Requested to Date | Dollar Amount Remaining | % of Total Contract Amount |
|---|---------------------------------|-------------------------------------|---------------------------------|-------------------------|----------------------------|
| Program #1: Sticks & Stones. 10 months of service at \$9,112/month for an annual Fiscal Year total not to exceed \$91,120                           | \$ 91,120                       |                                     |                                 | \$ 91,120               | 100%                       |
| Program #2: Teen Success, beginning September 1, 2021; 10 months of service at \$7,500/month for an annual Fiscal Year total not to exceed \$75,000 | \$ 75,000                       |                                     |                                 | \$ 75,000               | 100%                       |
| <b>TOTALS</b>   | \$ 166,120                      | \$ -                                | \$ -                            | \$ 166,120              |                            |

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: \_\_\_\_\_

|                 |  |
|-----------------|--|
| <b>Send to:</b> | <a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a> |
|-----------------|--|

|   |            |
|---|------------|
| Behavioral Health Authorization for Payment |            |
| Authorized Signatory _____                  | Date _____ |

## EXHIBIT G-1: Behavioral Health Invoice Form

|  |   |
|--|---|
| <b>Contractor :</b> Harmony at Home                | <b>Invoice Number :</b> <input style="width: 90%;" type="text"/>                    |
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| <b>Address Line 2</b> Carmel, CA 93923             |   |
| <b>Tel. No.:</b> 831-625-5160                      | <b>Invoice Period :</b> <input style="width: 90%;" type="text"/>                    |
| <b>Fax No.:</b> 866-280-0931                       |   |
| <b>Contract Term:</b> July 1, 2021 - June 30, 2023 | <b>Final Invoice :</b> (Check if Yes) <input style="width: 50px;" type="checkbox"/> |
| <b>BH Division :</b> Mental Health Services        | <b>BH Control Number</b> <input style="width: 150px;" type="text"/>                 |

| Payment Provisions  | Total Maximum Amount FY 2022-23 | Dollar Amount Requested this Period | Dollar Amount Requested to Date | Dollar Amount Remaining | % of Total Contract Amount |
|---|---------------------------------|-------------------------------------|---------------------------------|-------------------------|----------------------------|
| Program #1: Sticks & Stones. 10 months of service at \$9,112/month for an annual Fiscal Year total not to exceed \$91,120 | \$ 91,120                       |                                     |                                 | \$ 91,120               | 100%                       |
| Program #2: Teen Success, 12 months of service at \$6,250/month for an annual Fiscal Year total not to exceed \$75,000    | \$ 75,000                       |                                     |                                 | \$ 75,000               |                            |
| <b>TOTALS</b>   | <b>\$ 166,120</b>               | <b>\$ -</b>                         | <b>\$ -</b>                     | <b>\$ 166,120</b>       |                            |

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: \_\_\_\_\_

|                 |  |
|-----------------|--|
| <b>Send to:</b> | <a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a> |
|                 |  |
|                 |  |

|   |            |
|---|------------|
| Behavioral Health Authorization for Payment |            |
| Authorized Signatory _____                  | Date _____ |

**Harmony at Home**  
**REVENUE AND EXPENDITURE SUMMARY**  
**For Monterey County - Behavioral Health**

**Fiscal Year 2021-22**

**PROGRAM: Sticks & Stones\_School-Based Counseling Services for Children Exposed to Violence and Trauma**

|   | Actual FY 2019-20   | Estimated FY 2020-21 | Requested FY 2021-22 | Variance (FY21 v. FY22) |
|---|---------------------|----------------------|----------------------|-------------------------|
| <b>A. PROGRAM REVENUES</b>  |                     |                      |                      |                         |
| <b>Monterey County Funds Requested:</b>   |                     |                      |                      |                         |
| Cash Flow Advances  |                     |                      |                      |                         |
| MHSA - PEI  | \$ 91,120           | \$ 91,120            | \$ 91,120            | \$ -                    |
| <b>Total Requested Monterey County Funds</b>  | <b>\$ 91,120</b>    | <b>\$ 91,120</b>     | <b>\$ 91,120</b>     | <b>\$ -</b>             |
| <b>Other Program Revenues</b>   | <b>\$ 1,195,726</b> | <b>\$ 843,155</b>    | <b>\$ 1,126,052</b>  | <b>\$ 282,897</b>       |
| <b>TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)</b>   | <b>\$ 1,286,846</b> | <b>\$ 934,275</b>    | <b>\$ 1,217,172</b>  | <b>\$ 282,897</b>       |
| <b>B. ALLOWABLE PROGRAM EXPENDITURES</b>  |                     |                      |                      |                         |
| <b>1 Program Expenditures</b>   |                     |                      |                      |                         |
| 2 Salaries and wages  | \$ 938,562          | \$ 758,061           | \$ 906,422           | \$ 148,361              |
| 3 Payroll taxes   | \$ 82,576           | \$ 66,695            | \$ 72,514            | \$ 5,819                |
| 4 Employee benefits   | \$ 21,000           | \$ 24,816            | \$ 36,000            | \$ 11,184               |
| 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   | \$ 6,065            | \$ 1,400             | \$ 5,000             | \$ 3,600                |
| 10 Employee Travel and Conference   |                     |                      |                      |                         |
| 11 Staff Training   | \$ 9,243            | \$ 1,100             | \$ 10,000            | \$ 8,900                |
| 12 Communication Costs  | \$ 2,630            | \$ 2,500             | \$ 3,000             | \$ 500                  |
| 13 Utilities  |                     |                      |                      |                         |
| 14 Cleaning and Janitorial  |                     |                      |                      |                         |
| 15 Insurance and Indemnity  |                     |                      |                      |                         |
| 16 Maintenance and Repairs - Buildings  |                     |                      |                      |                         |
| 17 Maintenance and Repairs - Equipment  |                     |                      |                      |                         |
| 18 Printing and Publications  | \$ -                | \$ -                 | \$ 3,000             | \$ 3,000                |
| 19 Memberships, Subscriptions and Dues  |                     |                      |                      |                         |
| 20 Office Supplies  | \$ 14,030           | \$ 3,600             | \$ 9,000             | \$ 5,400                |
| 21 Postage and Mailing  | \$ 81               | \$ 450               | \$ 900               | \$ 450                  |
| 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))         | \$ 4,500            | \$ 2,803             | \$ 3,652             | \$ 849                  |
| 24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)                                 | \$ -                | \$ -                 | \$ -                 | \$ -                    |
| 25 Rent and Leases - building and improvements  | \$ 20,548           | \$ 13,200            | \$ 18,000            | \$ 4,800                |
| 26 Rent and Leases - equipment  | \$ -                | \$ -                 | \$ -                 | \$ -                    |
| 27 Taxes and assessments  | \$ -                | \$ -                 | \$ -                 | \$ -                    |
| 28 Interest in Bonds  | \$ -                | \$ -                 | \$ -                 | \$ -                    |

|                                       |   | Actual FY 2019-20   | Estimated FY 2020-21 | Requested FY 2021-22 | Variance (FY21 v. FY22) |
|---------------------------------------|---|---------------------|----------------------|----------------------|-------------------------|
| 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)                                | \$ 300              | \$ -                 | \$ -                 | \$ -                    |
| 32                                    | Miscellaneous (please provide details)  | \$ 3,603            | \$ 1,653             | \$ 6,000             | \$ 4,347                |
| 33                                    | <b>Total Program Expenditures</b>   | <b>\$ 1,103,138</b> | <b>\$ 876,278</b>    | <b>\$ 1,073,488</b>  | <b>\$ 197,210</b>       |
| <b>34 Administrative Expenditures</b> |   |                     |                      |                      |                         |
| 35                                    | Salaries and wages (please include personnel and contract administration)   | \$ 34,360           | \$ 18,759            | \$ 114,200           | \$ 95,441               |
| 36                                    | Payroll taxes   | \$ 3,023            | \$ 1,650             | \$ 9,136             | \$ 7,486                |
| 37                                    | Employee benefits   | \$ 5,250            | \$ 6,204             | \$ 9,000             | \$ 2,796                |
| 38                                    | Workers Compensation  | \$ 6,461            | \$ 6,500             | \$ 9,000             | \$ 2,500                |
| 39                                    | Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding) |                     |                      |                      |                         |
| 40                                    | Transportation, Travel, Training and Conferences  |                     |                      |                      |                         |
| 41                                    | Data Processing   |                     |                      |                      |                         |
| 42                                    | Utilities   |                     |                      |                      |                         |
| 43                                    | Cleaning and Janitorial   |                     |                      |                      |                         |
| 44                                    | Insurance and Indemnity   | \$ 6,630            | \$ 4,500             | \$ 6,153             | \$ 1,653                |
| 45                                    | Maintenance and Repairs - Buildings   |                     |                      |                      |                         |
| 46                                    | Maintenance and Repairs - Equipment   |                     |                      |                      |                         |
| 47                                    | Memberships, Subscriptions and Dues   |                     |                      |                      |                         |
| 48                                    | Office Supplies   |                     |                      |                      |                         |
| 49                                    | Postage and Mailing   |                     |                      |                      |                         |
| 50                                    | Legal Services (when required for the administration of the County Programs)  |                     |                      |                      |                         |
| 51                                    | Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)                                 |                     |                      |                      |                         |
| 52                                    | Rent and Leases - building and improvements   |                     |                      |                      |                         |
| 53                                    | Rent and Leases - equipment   |                     |                      |                      |                         |
| 54                                    | Taxes and assessments   |                     |                      |                      |                         |
| 55                                    | Interest in Bonds   |                     |                      |                      |                         |
| 56                                    | Interest in Other Long-term debts   |                     |                      |                      |                         |
| 57                                    | Other interest and finance charges  |                     |                      |                      |                         |
| 58                                    | Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)                                  |                     |                      |                      |                         |
| 59                                    | Miscellaneous (please provide details)  |                     |                      |                      |                         |
| 60                                    | <b>Total Administrative Expenditures</b>  | <b>\$ 55,724</b>    | <b>\$ 37,613</b>     | <b>\$ 147,489</b>    | <b>\$ 109,876</b>       |
| 61                                    | Depreciation Expense  |                     |                      |                      |                         |
| 62                                    | <b>Total Allowable Program Expenditures</b>   | <b>\$ 1,158,862</b> | <b>\$ 913,891</b>    | <b>\$ 1,220,977</b>  | <b>\$ 307,086</b>       |

**HARMONY AT HOME**  
**BUDGET AND EXPENDITURE SUMMARY**  
**For Monterey County - Behavioral Health**  
**FY22 & FY 23**

**PROGRAM: Teen Success**

|   |   | FY 2021-22        | FY 2022-23        |
|---|---|-------------------|-------------------|
| <b>A. PROGRAM REVENUES</b>  |   |                   |                   |
| Requested Monterey County Funds   |   | \$ 75,000         | \$ 75,000         |
| Other Program Revenues  |   | \$ 315,000        | \$ 315,000        |
| <b>TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)</b>   |   | <b>\$ 390,000</b> | <b>\$ 390,000</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  | \$ 293,648        | \$ 293,648        |
| 3   | Payroll taxes & payroll processing fees   | \$ 24,960         | \$ 24,960         |
| 4   | Employee benefits   | \$ 33,750         | \$ 33,750         |
| 5   | Workers Compensation  | \$ 1,042          | \$ 1,042          |
| 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   | \$ 3,200          | \$ 3,200          |
| 10  | Employee Travel and Conference  | \$ -              | \$ -              |
| 11  | Staff Training  | \$ 3,200          | \$ 3,200          |
| 12  | Communication Costs   | \$ 4,800          | \$ 4,800          |
| 13  | Utilities   | \$ -              | \$ -              |
| 14  | Cleaning and Janitorial   | \$ -              | \$ -              |
| 15  | Insurance and Indemnity   | \$ -              | \$ -              |
| 16  | Maintenance and Repairs - Buildings   | \$ -              | \$ -              |
| 17  | Maintenance and Repairs - Equipment   | \$ -              | \$ -              |
| 18  | Printing and Publications   | \$ -              | \$ -              |
| 19  | Memberships, Subscriptions and Dues   | \$ -              | \$ -              |
| 20  | Office (Program) Supplies   | \$ 16,000         | \$ 16,000         |
| 21  | Postage and Mailing   | \$ -              | \$ -              |
| 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))          | \$ -              | \$ -              |
| 24  | Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)                                  | \$ -              | \$ -              |
| 25  | Rent and Leases - building and improvements   | \$ 1,600          | \$ 1,600          |
| 26  | Rent and Leases - equipment   | \$ -              | \$ -              |
| 27  | Taxes and assessments   | \$ -              | \$ -              |

## EXHIBIT H-1 Budget Expenditure Summary

|    |   | <b>FY 2021-22</b> | <b>FY 2022-23</b> |
|----|---|-------------------|-------------------|
| 28 | Interest in Bonds   | \$ -              | \$ -              |
| 29 | Interest in Other Long-term debts   | \$ -              | \$ -              |
| 30 | Other interest and finance charges  | \$ -              | \$ -              |
| 31 | Advertising (for recruitment of program personnel,<br>procurement of services and disposal of surplus assets) | \$ -              | \$ -              |
| 32 | Miscellaneous (please provide details) Meals for members;<br>incentives & field trips                         | \$ 7,800          | \$ 7,800          |
| 33 | <b>Total Program Expenditures</b>   | \$ 390,000        | \$ 390,000        |