

**AMENDMENT NO. 1
TO STANDARD AGREEMENT A-15204
BETWEEN COUNTY OF MONTEREY AND
KRISTIN LYNN DEMPSEY**

This Amendment No. 1 to the County of Monterey Standard Agreement A-15204 is entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and **Kristin Lynn Dempsey** (hereinafter referred to as “CONTRACTOR”).

WHEREAS, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of \$150,000 for the term of July 1, 2021, to June 30, 2024, to provide training and consultation services;

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to revise EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS to reflect an increase in rates, minor scope modifications, and an increase of \$27,000 to the budget as agreed to by both parties for a revised total AGREEMENT in the amount of \$177,000;

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. Section 2.0, “Payment Provisions”, shall be amended by removing, “The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$150,000”, and replacing it with “The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$177,000”.
2. EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
3. Except as provided herein, all remaining terms, conditions, and provision of the AGREEMENT are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this Amendment No. 1 shall be attached to the original AGREEMENT executed by the County on June 15, 2021.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to Agreement A-15204 as of the day and year written below.

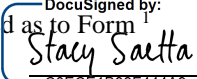
COUNTY OF MONTEREY

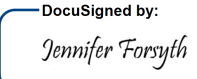
By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head

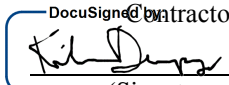
Date: _____

Approved as to Form ¹
By:  _____
County Council
Date: 1/13/2023 | 10:18 AM PST

Approved as to Fiscal Provisions²
By:  _____
Auditor-Controller
Date: 1/13/2023 | 2:07 PM PST

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

CONTRACTOR

By:  _____
Contractor's Business Name*
Signature of Chair, President, or
Vice-President)*
Kristin Dempsey Contractor, LMFT, LP

Name and Title
Date: 1/12/2023 | 5:42 PM PST

By: _____
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer)*

Name and Title
Date: _____

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

¹ Approval by County Counsel is required.

² Approval by Auditor-Controller is required

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

EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS

I. PURPOSE: To provide training, coaching and consultation services to improve the provision of behavioral health services in the County of Monterey, including but not limited to Motivational Interviewing (“MI”) training and consultation, on dates to be determined, as requested by COUNTY, designed specifically for the administrative and clinical staff of the County of Monterey Health Department (“MCHD”) and contract provider staff.

II. PERIOD OF PERFORMANCE: Subject to other AGREEMENT provisions, the period of performance under this AGREEMENT shall be from **July 1, 2021, to June 30, 2024.**

III. SCOPE OF WORK

PROGRAM GOALS AND OBJECTIVES: The CONTRACTOR shall provide training, coaching and consultation services, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below:

A. Training.

Training is defined as a structured presentation of information that is prepared in advanced to support participant knowledge and skill development in a predetermined area. Training hours are defined by the number of hours participants are receiving training. Preparation, breaks, and post training activities are not included in the calculation of training hours.

Recording Rates.

With written permission of CONTRACTOR, the COUNTY may video and audio record any and all trainings. The COUNTY and CONTRACTOR will finalize the recording plan at least one day prior to the date of the training. COUNTY will only use recorded material within a controlled learning management system; COUNTY will not release recording in anyway that allows participant to capture recording. COUNTY will use recording for an indefinite period. CONTRACTOR can request in writing that COUNTY terminate use of recording; COUNTY will accommodate request if content is no longer up-to-date or otherwise not appropriate to use for training.

Supporting Documentation

For each training of two or more hours, CONTRACTOR will provide the following information at least six weeks prior to the training:

1. A syllabus outlining educational goals, learning objectives, class content broken down by topic and time, and at least five professional sources used to build the training.
2. A PDF version of slides to be used during the training
3. Exam Questions seven (7) for partial day trainings and twelve (12) for full day trainings)

Examples of training topics include:

A.1 Motivational Interviewing Foundations. Training shall provide theoretical foundations, clinical conceptualization, skill building, and case examples related to the population of individuals MCHD serves, including children and families and adults with serious mental illnesses as well as substance use challenges. The training will consist of three parts, which can be presented as part of a two-day training or broken up across weeks or months.

CONTRACTOR shall provide training and allow participants to acquire learning as follows:

- a. Spirit of Motivational Interviewing 2-3 hours
 - i. History of the “MI” approach and the relevance of “MI” skills in healthcare practice.
 - ii. Review the "Spirit" of “MI” that helps to increase engagement and motivation.
- b. Motivational Interviewing Skills. 2-3 hours.
 - i. Essential concepts of “MI” including the processes of the approach, stages of change, effective engagement, eliciting “change talk,” and the basic “MI” skill set.
 - ii. Methods to set specific, measurable, attainable, realistic, and timed goals will also be reviewed in addition to how to negotiate a change (treatment) plan. Motiva
 - iii. Focus on developing the concept of “change talk” and ways to elicit and deepen the dialogue that moves individuals toward initiating, sustaining, and attending to change behavior.
- c. Motivational Interviewing Lab 2-3 hours
 - i. Review of “MI” “spirit” and skills.
 - ii. Focus shall be on additional practice, and attention shall be given to ways to strategically use “MI” to address challenging situations in which the client is not engaging in the process.

A-2 Advanced Topics Training

CONTRACTOR shall provide training and allow participants to acquire learning of “MI” with specific populations and integrate “MI” techniques with other Evidence Supported Practices (ESPs). Examples of topics include, but are not limited to, the following:

- a. “MI” and Cognitive Behavioral Therapy (CBT). “MI” and CBT principles of balancing engagement with treatment.
- b. Dialectical Behavioral Therapy (DBT). DBT principles of treatment interference.
- c. MI & Substance Use Disorder. “MI” and practical skills related to the use of “MI” with individuals with co-occurring mental health and substance use disorders.

d. Individuals with Serious Mental Illness. “MI” principles and practice opportunities to help participants develop conceptual and practical skills related to the use of “MI” with adult clients diagnosed, for example, with bipolar, psychotic, depression, and anxiety disorders.

B. Coaching. Coaching is defined as the presentation of knowledge and teaching of skills in direct response to participant learning needs. In contrast to training, coaching is less structured, and more response to the individualized needs of participants. In contrast to consultation, coaching is focused on the professional development of the participant(s). CONTRACTOR uses their expertise to identify and/or respond to areas of growth to provide learning and recommendations.

Coaching may be on-site or via telephone/virtual. On-site, in-person coaching shall follow or proceed (i.e., the day before or after) all-day training courses as follows. Coaching will be scheduled by the Contract Monitor. Coaching activities can include from one to eight participants.

Specific types of coaching CONTRACTOR will provide include:

B-1. Hourly Coaching without Content Review. CONTRACTOR will have some, but limited knowledge of coaching question. They will not review any clinical case content before the coaching session.

B-2. Hourly Coaching with Content Review. CONTRACTOR will review taped clinical content prior to coaching session. Written and oral feedback will be provided to participant who provided taped content.

B-3. Coaching. CONTRACTOR and, at times, a MCHD Co-Facilitator, will lead monthly, 90-minute group for county and provider staff. Fee will include preparation and debriefing time.

C. Consultation. Consultation is defined as a professional activity for or among colleagues. While the consultee may increase their knowledge and/or skills, the focus is on customer service and not professional development. CONTRACTOR may provide consultation regarding curriculum development, client care and/or program development and effectiveness. All consultation must be approved in writing (including e-mail) by the Contract Manager. Before delivery Curriculum development may be charged for hours equal to or less than the number of training hours of the course under development.

D. Competency Assessment. Competency Assessment is defined as the process of determining whether a staff member has achieved basic competence in delivering an EBP. CONTRACTOR shall provide a Competency Designation in MI to examinees who pass assessment criteria. Criteria include a written case conceptualization using MI interventions and a standardized client interaction demonstrating MI skill usage. CONTRACTOR will review and provide feedback to examinee re: their written case conceptualization and skill performance.

IV. DESIGNATED CONTRACT MONITOR:

Jill Walker, Ph.D., Training Manager
 Behavioral Health Services Manager II
 Monterey County Health Department Behavioral Health Bureau
 1270 Natividad Road, CA 93906
 Salinas, CA 93906
 (831) 796-1271

Ella Harris
 Director of Public Health Nursing
 Monterey County Health Department Public Health Bureau
 1270 Natividad Road, CA 93906
 Salinas, CA 93906
 (831) 796-1270

V. PAYMENT PROVISIONS**A. COMPENSATION/PAYMENT**

COUNTY shall pay an amount not to exceed **\$177,000** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

July 1, 2021, to December 31, 2022

DESCRIPTION OF SERVICES	On-Site	Virtual
1. Training		
Full Day Rate (6 CE hours)	\$2,500	\$2,200
Half-Day Rate (3-4 CE hours)	\$1,500	\$1,300
(Training dates to be determined.)		
Consultation Group		
90-minute Sessions		\$650
Consultation Call with Content Review		
Rate (one-hour consultation)		\$500
(Consultation dates to be determined.)		
Consultation Call without Content Review		
Rate (one-hour consultation)		\$250
(Consultation dates to be determined.)		
Competency Assessment (per individual Assessment)	N/A	\$500

January 1, 2023, to June 30, 2024

DESCRIPTION OF SERVICES	On-Site	Virtual-Live
Training – without taping		
6 Training hours (Full Day)	\$2,750	\$2,500
3 Training hours (Half Day)	\$1,750	\$1,500
2 Training hours	N/A	\$1,000
Training – with taping		

	6 Training hours (Full Day)	N/A	\$5,000
	3 Training hours (Half Day)	N/A	\$3,000
	2 Training hours	N/A	\$2,000
Coaching			
	90-Minute Group		\$650
	50 Minute Session with Content Review		\$500
	50 Minute Session without Content Review		\$250
Consultation			
	60 Minutes		\$250
Competency Assessment			
	Per Assessment		\$500

- B.** These rates will cover all expenses related to the services including preparation and supplies/materials. These rates are all-inclusive.
- C.** There shall be no travel reimbursement allowed during this Agreement.
- D.** To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the COUNTY. Specifically, CONTRACTOR shall submit its invoice on Exhibit D – Invoice Form to COUNTY to reach the Bureau no later than the thirtieth (13th) day of the month following the month of service.
- E.** CONTRACTOR shall submit via email a claim using Exhibit D – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services. Invoices will be separated by Bureau and rendered to:

Behavioral Health
MCHDBHFinance@co.monterey.ca.us

Public Health
4000-Accounting@co.monterey.ca.us

VI. CONTRACTORS BILLING PROCEDURES

- A.** The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- B.** COUNTY shall review and certify CONTRACTOR'S Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.
- C.** 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) 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.

VII. 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 not to exceed **\$177,000** for services rendered under this Agreement for the period of **July 1, 2021, to June 30, 2024.**

B. Maximum Liability Amount:

TERM	HEALTH BUREAU	AMOUNT
July 1, 2021, to June 30, 2024	Behavioral Health	\$150,000
February 1, 2022, to June 30, 2024	Public Health	\$27,000
MAXIMUM COUNTY OBLIGATION		\$177,000