

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:
Applied Crisis Training and Consulting Inc.

(hereinafter “CONTRACTOR”).

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

1.0 GENERAL DESCRIPTION:

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

Provide: To provide consultation and training to assist the Monterey County Behavioral Health (MCBH) workforce in effectively identifying suicide related risk(s) and to have the knowledge and skills to prevent suicide related deaths.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$99,999

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 1 Jan 2022 to 30 June 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

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

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

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

9.02 **Qualifying Insurers:** All coverage’s, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Manager.

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

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

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Workers’ Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

Applied Training & Consulting Inc
FY 2021-23

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Elsa Jimenez, MPH: Director of Health	Carly Memoli <small>President</small>
Name and Title	Name and Title
1270 Natividad Rd. Salinas, CA 93906	922 Ponselle Ln Apt #3 CAPITOLA CA 95010
Address	Address
831-755-4526	(831) 400-8673
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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

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

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

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

17.3 Form: Delivery by E-Mail or Facsimile.

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

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

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature: W.T. Skinner]
Contracts/Purchasing Officer
Date: 4/8/2022 | 11:11 AM PDT
By: [Signature: Robert Young]
Department Head (if applicable)
Date: 2/4/2022 | 4:47 PM PST

Applied Crisis Training and Consulting, Inc.
Contractor/Business Name *
By: [Signature: Carly Memoli]
(Signature of Chair, President, or Vice-President)
Carly Memoli, President
Name and Title
Date: 12/21/2021 | 7:43 AM PST

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel
By: [Signature: Maivra Pantale]
County Counsel
Date: 2/4/2022 | 1:40 PM PST

By: [Signature: Dustin James Blomquist]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Dustin James Blomquist, Secretary
Name and Title
Date: 12/21/2021 | 8:30 AM PST

Approved as to Fiscal Provisions
By: [Signature: Joey Nolasco]
Auditor/Controller
Date: 2/4/2022 | 3:48 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager
By:
Risk Management
Date:

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

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

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

EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS

**County of Monterey Standard Agreement
between
Monterey County Health Department
Behavioral Health Bureau
and
Applied Crisis Training and Consulting, Inc.**

This Exhibit A shall be incorporated by reference as part of the Standard Agreement governing work to be performed under the above referenced Agreement, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of the CONTRACTOR.

I. PURPOSE: CONTRACTOR will support staff members, contract providers, and the community in Suicide Prevention efforts to decrease the number of attempted and completed suicides in Monterey County. CONTRACTOR will provide consultation and facilitation in the establishment of the Monterey County Helping One another to Prevent and Eliminate Suicide (MC HOPES) Coalition for Suicide Prevention. CONTRACTOR will also provide training in suicide prevention, suicidal ideation, and behavior treatment. The trainings shall be provided to clinical staff, contract providers, MC Hopes Coalition Members, and administrators of the Monterey County Health Department Behavioral Health Bureau (“MCBH”).

The MCHOPES Coalition will intentionally focus on addressing health disparities related to race, ethnicity and language impacting community members in Monterey County and contributing to an individual’s health and wellness. CONTRACTOR will work with Contract Monitor to ensure equitable processes in place, so the MC HOPES Coalition is inclusive of diverse community member needs. This will include ensuring process and materials related to the MC HOPES Coalition are bilingual (English and Spanish) and the MC HOPES Coalition has representation from historically underserved racial and ethnic populations. In Monterey County this includes: Latinx and Hispanics, African Americans, and LGBTQ+ community. The MC HOPES Coalition will implement a Suicide Prevention Roadmap; to be provided by the Contract Monitor. The Roadmap’s development is based on Monterey County data and demographics.

II. PERIOD OF PERFORMANCE: Subject to other Agreement provisions, the period of performance under this Agreement shall be from **January 1, 2022 to June 30, 2023**

III. SCOPE OF WORK

PROGRAM GOALS AND OBJECTIVES: The CONTRACTOR shall provide trainings and consultation on a range of topics, and otherwise do all things necessary for, or incidental to, the performance of work.

A. Training

Training is defined as a structured presentation of information prepared in advanced to support participant knowledge and skill development in a particular predetermined area.

Trainings will be provided through a live, virtual, instructor-led format.

For each training of two (2) or more hours, CONTRACTOR will provide Continuing Education Credits, *or* provide the following information at least one week prior to the training:

- A syllabus outlining educational goals, learning objectives, class content broken down by topic, and at least five (5) professional sources used to build the training.
- A PDF version of slides to be used during the training.
- Ten (10) Exam Questions.

Training shall support the following *Objectives* and *Deliverables*.

1. *Objectives*: Increase participant's ability to
 - a) Determine clients' level of risk for suicidal behavior.
 - b) Serve clients most at-risk of attempting suicide.

Deliverables: Training will include, but not be limited to, one or more of the following trainings:

(i) **Effective Administration and Scoring of the Columbia-Suicide Severity Rating Scale (C-SSRS)- Monterey County Version.** This training consists of two (2) modules, each 3-4 hours in length. The training can be provided in one (1) full day or two (2) half-days of training delivered in the same week. One (1) instructor will provide training to a maximum of forty (40) participants.

- Module One: Meaningful Conversation
- Module Two: Monterey County C-SSRS

As a result of this training, participants will be able to develop and/or maintain rapport with a client experiencing suicidal ideation and/or behavior and use the C-SSRS to determine their level of risk for suicidal behavior.

(ii) **Applied Suicide Intervention Skills Training (ASIST).** ASIST is a two-day interactive workshop in suicide first aid. One instructor will provide training to a maximum of forty (40) participants.

Learning Objectives include:

- Recognize caregivers and people are affected by personal and societal attitudes about suicide.

- Provide life-assisting guidance to a person thinking about suicide in a flexible manner.
- Identify what needs to be included in a safety plan, for a person thinking about suicide.
- Demonstrate the skills required to provide suicide first aid to a person thinking about suicide.
- Appreciate the value of improving community resources including the way they work together.
- Recognize suicide prevention is broader than suicide intervention and includes life promotion and self-care for people thinking about suicide as well as caregivers.

As a result of this training, participants will be able to recognize when someone may have thoughts of suicide and work with them to create a plan supporting their immediate safety.

B. Consultation regarding MCHOPES Coalition:

Consultation will be provided live through virtual or telephonic formats and in-person according to Health Department guidelines related to the global pandemic when applicable.

Consultation shall support the following *Objectives* and *Deliverables*:

1. *Objectives*: MC Hopes Coalition Development and Facilitation
 - (a) In consultation with MCBH staff, CONTRACTOR will establish and build the membership of MC HOPES Coalition with a focus on broad community representation and participation. CONTRACTOR will identify and recruit potential members who represent perspectives advancing the identified goals of the Coalition.
 - (b) CONTRACTOR will track and build retention of Coalition Members, including developing and coordinating Members, Work Group Co-Chairs, and MC HOPES Steering Committee (Steering Committee).
 - (c) CONTRACTOR will recruit, orient, supervise, and support Co-Chairs of identified work groups:
 - Wellness and Prevention
 - Interventions and Individual Supports
 - Means Safety
 - Postvention After a Suicide
 - Youth, Schools, and Educational Partners

(d) CONTRACTOR will develop an orientation process for new members, including mechanisms for outreach and recruitment.

(e) With a focus on cultural and linguistic relevance, CONTRACTOR will partner with the Steering Committee in developing and implementing engagement efforts, gain input, participation, and collaboration from identified stakeholder groups (e.g., peers, Promotores, LGBTQ+ individuals, Black and African Americans, and Hispanic and Latinx and Youth.)

(f) CONTRACTOR will convene bi-monthly meetings of the MC HOPES Suicide Prevention Coalition. CONTRACTOR will communicate effectively with leadership and Members to promote collaboration, negotiation, and problem solving.

(g) CONTRACTOR will convene quarterly meetings with all Work Group Chairs and Co-Chairs. These meetings will serve as a place for collaboration, potential partnerships and reporting out on progress made on identified goals.

Deliverables: MC Hopes Coalition Development and Facilitation

(i) Rosters of MC HOPES Coalition Members and Work Group Chairs including representation from the following:

- Education
- Law Enforcement
- Health Providers
- Behavioral Health Providers
- Community Members
- Local Officials
- Community-based Agencies
- Faith Communities
- Youth and Stakeholders who represent racial and ethnic groups from Monterey County

(ii) Work Group Chairs recruited and functioning for the following Groups:

- Wellness and Prevention
- Interventions and Individual Supports
- Means Safety
- Postvention After a Suicide
- Youth, Schools, and Educational Partners

(iii) Documentation of orientation process including reference materials for new members.

- Orientation video or other method deemed appropriate by Steering Committee to recruit and orient new members.

(iv) Documentation of outreach efforts and contacts with identified stakeholder groups (e.g. peers, Promotores, LGBTQ+ individuals, Black and African Americans, and Hispanic and Latinx and Youth).

CONTRACTOR will convene at least nine (9) MCHOPES Coalition meetings between January 1, 2022 and June 30, 2023. Meeting length will be up to two (2) hours. Meeting content will be identified by CONTRACTOR and Contract Monitor two (2) weeks prior to Coalition meeting and may include learning opportunities for Coalition Members. (See item 2 below for description of learning opportunities and deliverables.)

(v) CONTRACTOR will convene at least six (6) meetings for Work Group Chairs between January 2022 and June 2023.

(vi) CONTRACTOR will provide the following meeting services:

- Facilitation, support, and administrative assistance for scheduled meetings.
- Attend and record meeting minutes (transcribe).
- Prepare documentation and provide to Coalition Members.
- Monitor attendance, engagement, and participation by Coalition Members.
- Maintain contact lists of Steering Committee, Chairs and Work Group Co-Chairs, and overall Coalition membership.

2. *Objectives:* Building Capacity of Foundational Knowledge of Suicide Prevention

(a) CONTRACTOR will provide learning opportunities to broaden Coalition Members' expertise in suicide prevention.

Deliverables: Building Capacity of Foundational Knowledge of Suicide Prevention

i) CONTRACTOR will curate, provide, and organize suicide prevention learning opportunities for Coalition Members and community members, as a component of ongoing Coalition meetings and periodically throughout the year in tandem with

Mental Health Month (May), Suicide Prevention Month (September), and in tandem with International Survivors of Suicide Loss Day (November).

3. *Objectives: MC Hopes Coalition Development and Facilitation*

(a) CONTRACTOR will receive, monitor, and respond to community questions and input; and will provide feedback in consultation with the Designated Contract Monitor.

(b) The Designated Contract Monitor will serve as the primary point of contact for MC HOPES to the following parties and will consult with CONTRACTOR as needed:

- MCBH personnel and leadership
- Behavioral Health Commission
- Monterey County Board of Supervisors
- Media outlets and community groups

(c) CONTRACTOR will advocate for and promote MC HOPES visibility and activities with lawmakers, representatives, program partners and the public (through collaboration on web presence and social media messaging, media interviews, etc.).

Deliverables: Communication Plan for MC HOPES

(i) CONTRACTOR will provide summary report on a quarterly basis related to the Communication Plan and will alert Contract Monitor to any urgent issues.

(ii) CONTRACTOR will compile and provide regularly scheduled annual updates and reports on MC HOPES progress and activities to County leadership, including the Behavioral Health Commission.

4. *Objectives: Suicide Prevention Sustainability and Networking Across CA Counties*

(a) CONTRACTOR will partner with behavioral health personnel in planning for the sustainability of MC HOPES by identifying funding opportunities and leveraging resources with other California counties.

(b) CONTRACTOR will liaison and network with suicide prevention and mental health crisis task forces/coalitions in neighboring and other counties for the purpose of collaboration, information sharing, and cooperative funding opportunities.

Deliverables: Suicide Prevention Sustainability and Networking Across CA Counties

(i) CONTRACTOR will meet with Designated Contract Monitor on regular basis and will share information on funding and leveraging opportunities and will report out on networking activities.

(ii) CONTRACTOR will facilitate meetings to develop partnerships with MCBH and key entities to implement and sustain suicide prevention efforts in Monterey County.

5. *Objectives: Evaluation and Monitoring*

(a) CONTRACTOR will work with County staff to identify and utilize evaluation tools to measure the impact and success of MC HOPES activities.

Deliverables: Evaluation and Monitoring

(i) CONTRACTOR will take the lead with implementation of agreed upon evaluation methods. Evaluation methods may include:

- Regular surveys of Coalition Members, Community Members and MC HOPES leadership.
- Interviews with key community stakeholders and focus groups.
- CONTRACTOR will provide quarterly reports to MCBH utilizing forms and methods provided by MCBH and meeting reporting requirements for the Mental Health Services Act (MHSA), and Prevention and Early Intervention (PEI) funding for the work performed related to the MCHOPES Coalition.

IV. DESIGNATED CONTRACT MONITOR:

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

V. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed \$99,999 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:

	DESCRIPTION OF SERVICES	FEE
TRAINING – Live: Virtual- or On-Site		
	Full- Day (7.5 – 8 Hours)	\$2750
	Half- Day (3.5 – 4 Hours)	\$1375
	Hourly Training Rate	\$139/Hour
CONSULTATION- Live: Virtual or Telephonic or On-Site		
	Provided by Executive Staff	\$139/Hour
	Provided by Support Staff	\$35/Hour

- B.** There shall be no travel reimbursement allowed during this Agreement.
- C.** To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the Monterey County's Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service.
- D.** CONTRACTOR shall submit via email a monthly claim using Exhibit C – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

VI. CONTRACTOR'S 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 claim 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 for services rendered under this Agreement for the period of **January 1, 2022 to June 30, 2023**.

B. Maximum Liability Amount:

TERM	AMOUNT
January 1, 2022 to June 30, 2023	
MAXIMUM COUNTY OBLIGATION	\$99,999

(The remainder of this page is intentionally left blank.)

EXHIBIT C

Monterey County Behavioral Health - Invoice Form

Contractor :	Applied Crisis Training and Consulting Inc.
Address Line 1	922 Ponselle Ln Apt #3
Address Line 2	CAPITOLA CA 95010
Tel. No.:	(831) 400-8673
Fax No.:	
Contract Term:	Jan 3, 2022 - June 30, 2023
BH Division :	Behavioral Health

Invoice Number :

County PO No.:

Invoice Period :

Final Invoice : (Check if Yes)

BH Control Number

Dates of Service	Service Description	Rate	Number of services for this Period	Dollar Amount Requested for this Period	N/A	N/A
	Training- Live: Virtual or On-Site: Full-Day (7.5-8 Hours)	\$2,750				
	Training- Live: Virtual or On-Site: Half-Day (3.5-4 Hours)	\$1,375				
	Hourly Training Rate	\$139				
	Executive Staff Consultation-Live: Virtual or Telephone or On-Site (Hourly)	\$139				
	Support Staff Consultation-Live: Virtual or Telephone or On-Site (Hourly)	\$35				
TOTALS						

Description	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
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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: _____

Date: _____

Title: _____

Telephone: _____

Email to:	MCHDBHFinance@co.monterey.ca.us	Behavioral Health Authorization for Payment
	_____	_____
	_____	_____
	Authorized Signatory	Date