

## 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:

Dempsey Family and Community Counseling and Consulting, Inc. DBA SAA

(hereinafter "CONTRACTOR").

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

### 1.0 GENERAL DESCRIPTION:

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

To provide coursework, coaching, consultation and competency assessment services to improve the provision of behavioral health services in the County of Monterey.

### 2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 148,000

### 3.0

#### TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Execution to June 30, 2026, 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:** Insurance Modification

**Exhibit C:** Invoice Form

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## 5.0 PERFORMANCE STANDARDS:

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

## 6.0 PAYMENT CONDITIONS:

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

## 7.0 TERMINATION:

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

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

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

## 8.0 INDEMNIFICATION:

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

## 9.0 INSURANCE REQUIREMENTS:

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

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

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

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

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

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~~**Auto Liability Coverage: must include 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: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

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

#### 9.04 **Other Requirements:**

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

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

#### **Additional Insured Status:**

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

#### **Primary Coverage:**

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

#### **Waiver of Subrogation:**

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

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

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County,

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to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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

14.0 INDEPENDENT CONTRACTOR:

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

15.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Katy Eckert, MBA Behavioral Health Bureau Chief	Kristin L. Dempsey, Ed.D., LMFT, LPCC
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	801 Portola Drive, Suite 205 San Francisco, CA 94127
Address	Address
831-755-4509	650-219-7779
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

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- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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

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

### 17.2 **Counterparts.**

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

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

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

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18.0 SIGNATURE PAGE.

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

**COUNTY OF MONTEREY**

**CONTRACTOR**

Dempsey Family and Community Counseling and Consulting, Inc. DBA SAA

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form  
Office of the County Counsel<sup>1</sup>  
Susan K. Blitch, County Counsel

By:

DocuSigned by:  
*Shane Eben Strong*  
County Counsel

Date:

7/15/2024 | 2:14 PM PDT

Approved as to Fiscal Provisions

By:

DocuSigned by:  
*Patricia Ruiz*  
Auditor/Controller

Date:

7/16/2024 | 8:07 AM PDT

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

By:

David Bolton, Risk Manager

Date:

By:

DocuSigned by: Contractor/Business Name \*

*Kristin Dempsey*  
AF2B70C24E35404

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

Date:

7/15/2024 | 8:41 AM PDT  
Name and Title

By:

DocuSigned by:  
*Kristin Dempsey*  
AE2B70C24E35404

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

Kristin Dempsey Treasurer

Date:

7/15/2024 | 8:41 AM PDT  
Name and Title

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.

<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 paragraphs 8 or 9

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## **EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS**

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### **I. PURPOSE:**

To provide coursework, coaching, consultation, and competency assessment services to improve the provision of behavioral health services in the County of Monterey, including but not limited to Motivational Interviewing, Acceptance and Commitment Therapy and trauma informed care, 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 upon Full Execution to June 30, 2026

### **III. SCOPE OF WORK:**

The CONTRACTOR shall provide courses, coaching consultation and/or competency assessment services, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below.

NOTE: The term *Training Hours* is used in this agreement to define the number of hours individuals are actively receiving teaching or coaching. Preparation for courses or coaching, preparation for Continuing Education submission, breaks, and post course, coaching and consultation activities are not included in the calculation of training hours; these activities are included in the training rate. For courses, Training Hours is equal to the number of hours of Continuing Education credit that a learner would receive if the course is approved for Continuing Education credits.

#### **A. Courses**

A course is defined as a structured presentation of information that is prepared in advanced to support participant values clarification, knowledge and skill development in a predetermined area.

#### **1. Recording Rate**

With written permission of CONTRACTOR, COUNTY may video and audio record CONTRACTOR courses. COUNTY will pay CONTRACT twice the course rate of the Virtual course fee for the ability to record. 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 any way that allows participants 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.

## 2. **Supporting Documentation**

For each course of two or more hours, CONTRACTOR will provide the following information at least four (4) weeks prior to the course date:

- a. The CONTRACTOR's updated resume, if needed.
- b. A syllabus outlining educational goals, learning objectives, course content broken down by topic and time, and at least five professional sources used to build the course.
- c. A PDF version of slides and any handouts to be used during the course.
- d. Exam Questions: Twelve (12) questions for six (6) hour course; seven (7) questions for all other courses.

## 3. **Types of Courses**

- a. Full Day:
  - Six (6) Training Hours.
  - If CONTRACTOR delivers two half day trainings on the same day, these trainings will be considered a Full Day.
- b. Half Day: Three (3) Training Hours.
- c. 2 Hour: Two (2) Training Hours
- d. 1 Hour: 1 Training Hour
- e. 15-Hour Clinical Supervision Course. Course content will meet Board of Behavioral Sciences (BBS) requirements for new supervisors. Course can be delivered over two to four days, as agreed upon by COUNTY and CONTRACTOR.

## B. **Coaching**

Coaching is defined as the presentation of knowledge and teaching of skills in direct response to participant learning needs. In contrast to coursework, coaching is less structured, and more responsive 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. CONTRACTOR will not have access to client medical records. Coaching will not include protected health information. Coaching must be pre-approved in writing (including email) by COUNTY.

### 1. **Recording Rate**

CONTRACTOR will not charge fee for recording of coaching sessions. Whether coaching session is recorded will be determined by CONTRACTOR and participant(s).

### 2. **Supporting Documentation**

CONTRACTOR will submit a Service Log when invoice includes coaching services. Service Log will include type service (e.g., coaching, consultation, certification), date, length of service, name of service provider, name of recipient(s) and a one sentence summary of service provided. Summary of services will never include protected health information.

### 3. **Types of Coaching**

#### a. **Coaching without Content Review**

CONTRACTOR will have some, but limited knowledge of coaching question. They will not review any clinical case content prior to the coaching session. CONTRACTOR will bill Hourly rate equal to the number hours, or portion therein, of live coaching.

#### b. **Coaching with Content Review**

CONTRACTOR will review taped and/or written clinical content prior to the coaching session. Written and/or oral feedback will be provided to participant who provided taped content. CONTRACTOR will bill Training Hour rate equal to the number, or portion therein, of live coaching.

#### c. **90-Minute Coaching Group**

CONTRACTOR and, in some instances, a MCHD Co-Facilitator, will lead 90-minute group. CONTRACTOR will bill 1.5 training hours. Rate 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 or program or course development, and not on professional development. CONTRACTOR will not have access to client medical records. Consultation will not include protected health information. Consultation must be pre-approved in writing (including email) by COUNTY.

#### 1. **Recording Rate**

CONTRACTOR will not charge fee for recording of consultation sessions. Whether consultation session is recorded will be determined by CONTRACTOR and participant(s).

#### 2. **Supporting Documentation**

CONTRACTOR will submit a Service Log when invoice includes consultation services. Service Log will include type service (e.g., coaching, consultation, certification), date, length of service, name of service provider, name of recipient(s) and a one sentence summary of service provided. Summary of services will never include protected health information.

#### 3. **Types of Consultation**

##### a. **Clinical**

CONTRACTOR will work with consultee to provide support regarding, for example, diagnosis, treatment plan, interventions.

##### b. **Program Development**

CONTRACTOR will meet with consultee to understand consultation question(s) and, within one month, provide verbal and written recommendations to consultee to improve scope and/or effectiveness of MCHD programing, clinical services and/or training.

**c. Course Development**

With COUNTY pre-approval and guidance, CONTRACTOR will create curriculum specifically for the needs of MCHD that address predetermined learning objectives. Curriculum development does not include changes to a course or training that CONTRACTOR has already developed. Curriculum development may be charged for hours equal to or less than the number of training hours of the course under development.

MCHD reserves the right to deliver any content during or after the termination of this contract, that CONTRACTOR developed and invoiced to MCHD. MCHD will attribute the curriculum to the CONTRACTOR. The CONTRACTOR is free deliver the content to non MCHD audiences; however, the CONTRACTOR must include a statement that the content was developed at the direction of MCHD.

- d. Competency Assessment.** Competency Assessment is defined as the process of determining whether a clinical provider has achieved basic competence in delivering an evidence-based practice (EBP). CONTRACTOR will determine competency based on a review of training the clinical provider has completed and evaluation of a written case conceptualization and an audiotape that demonstrates the clinical provider's use of the EBP. CONTRACTOR will review and provide feedback to examinee re: their written case conceptualization and skill performance. CONTRACTOR will be reimbursed based on the process, independent of whether the clinical provider passes the assessment. For clinical providers who pass, CONTRACTOR shall provide a Certificate of Mastery. If an EBP has an official certification process, the CONTRACTOR will provide certification documentation to the clinical provider and to MCHD.

**IV. DESIGNATED CONTRACT MONITOR**

Jill Walker, Ph.D., Training Manager  
Behavioral Health Services Manager II  
Monterey County Health Department Behavioral Health Bureau  
1611 Bunker Hill, Salinas, CA 93906  
(831) 796-1271

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

## V. PAYMENT PROVISIONS

### A. COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **\$148,000.00** 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:

			Rate/Unit of Service	
	Service	Unit of Service	On-Site	Virtual*
Courses				
	Full Day Course	6 Training Hours	\$3,000	\$2,800
	Half Day Course	3 Training Hours	\$2,000	\$1,700
	2 Hour Course	2 Training Hours	N/A	\$1,200
	1 Hour Course	1 Training Hour	N/A	N/A
	Clinical Supervision Course	15 Training Hours	\$8,000	\$7,300
	*When courses are recorded, rate will be doubled.			
Coaching				
	Coaching w/out Record Review	1 Hour	\$250	\$250
	Coaching w/Record Review	1 Hour	\$500	\$500
	Coaching Group	1.5 Hours	\$650	\$650
Consultation				
	Clinical Consultation	1 Hour	\$250	\$250
	Program Development	1 Hour	\$250	\$250
	Course Development	1 Hour	\$250	\$250
Competency Assessment				
	Clinical Provider		\$500	\$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 C – Invoice Form to COUNTY to reach the Behavioral no later than the 30th day of the month following the month of service.
- E. CONTRACTOR shall submit via email a 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. Invoices will be separated by Bureau and rendered to:

Behavioral Health  
[MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)

Public Health  
[4000-Accounting@countyofmonterey.gov](mailto:4000-Accounting@countyofmonterey.gov)

#### IV. 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 **\$148,000** for services rendered under this Agreement for the period of **Upon execution to June 30, 2026**.
- B. Maximum Liability Amount:

Term	Health Dept. Bureau	Amount
Upon execution to June 30, 2026	Behavioral Health	\$140,000
Upon execution to June 30, 2026	Public Health	\$8,000
<b>Maximum County Obligation</b>		<b>\$148,000</b>

## **EXHIBIT B: INSURANCE MODIFICATION**

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### **1. Section 9.0 INSURANCE REQUIREMENTS:**

COUNTY agrees to modify Section 9.04 Other Insurance Requirements of the COUNTY Standard Agreement for the CONTRACTOR under this Agreement as follows:

#### **Section 9.04 Other Insurance Requirements**

##### **a. Commercial General Liability Insurance Endorsement Exemption**

The CONTRACTOR has provided proof of Commercial General Liability insurance and Additional Insured endorsement, as required by the COUNTY; however, cannot provide the COUNTY'S required Primary and Non-Contributory endorsement.

The COUNTY agrees to exempt the CONTRACTOR from the Commercial General Liability Insurance Primary and Non-Contributory endorsement requirement, provided that the CONTRACTOR maintain the current General Liability insurance coverage at the minimum limits, as required by the COUNTY, during the term of this Agreement. In addition, the CONTRACTOR shall not provide any direct client services while performing the services described in this Agreement.

##### **b. Commercial Automobile Liability Endorsement Exemption**

The CONTRACTOR has provided proof of personal Automobile Liability insurance, and cannot provide the COUNTY'S required Additional Insured, and Primary and Non-Contributory endorsements.

The COUNTY agrees to exempt the CONTRACTOR from the Commercial Automobile Liability insurance endorsement requirements, provided that the CONTRACTOR maintain the current personal Automobile Liability insurance coverage at the minimum limits, as required by the COUNTY, during the term of this Agreement.

The CONTRACTOR acknowledges that she shall not provide transportation for clients or staff of the COUNTY while performing the services described in this Agreement.

2. The above modifications allow the CONTRACTOR to provide training and consultation to the COUNTY. In addition, the modifications allow the COUNTY to retain specialized services from this experienced CONTRACTOR and stay within COUNTY budgetary constraints.
3. Except as provided herein, all other terms and conditions of the Standard Agreement with Dempsey Family and Community Counseling and Consulting, shall remain in full force and effect.

**EXHIBIT C: INVOICE FORM**

<b>Contractor:</b>	Dempsey Family and Community Counseling and Consulting		<b>Invoice Number:</b>		
<b>Address Line 1:</b>	801 Portola Drive #2015		<b>County PO No.:</b>		
<b>Address Line 2:</b>	San Francisco, CA 94127		<b>Invoice Period:</b>		
<b>Tel. No.:</b>	650-219-7779				
<b>Contract Term:</b>	Upon Execution - June 30, 2026		<b>Final Invoice :</b>	(Check if Yes)	
<b>Health Dept. Bureau</b>			BH Control Number		
<b>Date of Service</b>	<b>Service Description</b>	<b>Rate</b>	<b>Number of services for this Period</b>	<b>Dollar Amount Requested for this Period</b>	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
<b>TOTALS:</b>				\$ -	
<p>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.</p>					
Signature: _____		Date: _____			
Title: _____		Telephone: _____			
Email to:	<a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a>		Behavioral Health Authorization for Payment		
			Authorized Signatory _____ Date: _____		