

**AMENDMENT NO. 2
TO NON-STANDARD AGREEMENT A-16758
BETWEEN COUNTY OF MONTEREY AND
INFINITE DIVERSITY, LLC**

This AMENDMENT NO. 2 to the County of Monterey Standard Agreement entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and **Infinite Diversity, LLC** (hereinafter referred to as “CONTRACTOR”).

WHEREAS, the COUNTY and entered into an AGREEMENT with CONTRACTOR for the provision of training and consultation services in the total maximum liability amount of \$40,000 for the term of March 22, 2024, to June 30, 2025; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to revise the CONTRACTOR’S address, revise the Insurance Modification; add additional services, increase the FY 24-25 total amount, and extend the term of the agreement for one (1) additional Fiscal Year (FY), for a revised new term of March 22, 2024 to June 30, 2026, for a revised total maximum liability amount not to exceed of \$120,000.

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

1. Section 2.0 PAYMENT PROVISIONS, shall be amended by removing, *“The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$40,000,”* and replacing it with *“The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$120,000.”*
2. Section 3.0 TERM OF AGREEMENT, 3.01 shall be amended by removing, *“The term of this Agreement is from Upon Execution to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement,”* and replacing it with *“The term of this Agreement is from March 22, 2024 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.”*
3. Section 15.0 NOTICES, FOR CONTRACTOR shall be amended by revising the address to P.O. Box 130992 Saint Paul, MN 55113.
4. EXHIBIT A-2: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the AGREEMENT to EXHIBIT A or A-1 shall be construed to refer to EXHIBIT A-2.
5. EXHIBIT B-1: INSURANCE MODIFICATION replaces EXHIBIT B: INSURANCE MODIFICATION. All references in the AGREEMENT to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
6. Except as provided herein, all remaining terms, conditions, and provision of the AGREEMENT are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the AGREEMENT.
7. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT executed by the County on March 22, 2024.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 2 to the Standard Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head

Date: 5/23/2025 | 11:54 AM PDT

Approved as to Form ¹
By: _____
County Counsel
Date: 4/23/2025 | 9:32 AM PDT

Approved as to Fiscal Provisions²
By: _____
Auditor-Controller
Date: 4/23/2025 | 9:45 AM PDT

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

By: Infinite Diversity, LLC
Contractor's Business Name*

(Signature of Chair, President, or Vice-President)*
Luke Pacha Owner
Name and Title
Date: 4/18/2025 | 1:07 PM PDT

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Name and Title
Date: _____

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

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

**EXHIBIT A-2:
SCOPE OF SERVICES/PAYMENT PROVISIONS**

- I. PURPOSE:** To provide training in Behavioral Healthcare for Transgender and Gender-diverse population. To better prepare behavioral health and education professionals in understanding/implementing best practices for integrated gender affirming health care. Training shall be provided to staff working for the Monterey County Health Department (“MCHD”), MCHD Contract Providers and community members, including educators.

- II. PERIOD OF PERFORMANCE:** Subject to other Agreement provisions, the period of performance under this Agreement shall be from March 22, 2024 to June 30, 2026.

- III. SCOPE OF WORK**

PROGRAM GOALS AND OBJECTIVES: The CONTRACTOR shall provide coursework coaching and consultation on a range of topics, and otherwise do all things necessary for, or incidental to, the performance of work. The focus shall be on participants developing knowledge and skills to better understand and support the needs of LGBTQ+ individuals and their support systems living in Monterey County.

A. Coursework

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

- 2. For each course of two or more hours, CONTRACTOR will provide the following information at least six weeks prior to the first offering of the course:
 - a. A syllabus outlining educational goals, learning objectives, class content broken down by topic and time, and at least five professional sources used to build the training.
 - b. A PDF version of slides to be used during the training
 - c. Exam Questions (seven (7) for partial day trainings and twelve (12) for full day trainings)

- 3. Both parties will agree on which coursework will be video and audio recorded. COUNTY will pay CONTRACTOR an hourly rate for recorded coursework trainings per the Payment Provision rate. Recordings of coursework will be stored for up to 6 months from the date training was provided. COUNTY will only use recorded material for CE units. CONTRACTOR can request in writing that the 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.

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 response to the individualized needs of participants. In contrast to consultation, coaching is focused on the professional development of the participant(s), and benefit to the client, while important, are secondary. CONTRACTOR uses their expertise to identify and/or respond to areas of growth to provide learning and recommendations.

Coaching will be via telephone/virtual. Coaching will be scheduled by the Contract Monitor. Coaching activities can include from one to eight participants.

Specific types of coaching CONTRACTOR may provide include:

- **B-1. Hourly Coaching.** 60-minute hour. No record reviews.
- **B-2. Hourly Coaching with Record Review.** 60-minute hour. Plus, time spent before the coaching session reviewing recordings and /or written documents that will be a focus of coaching.
- **B-3. Coaching Group.** CONTRACTOR and, at times, a MCBH Co-Facilitator, will lead 90-minute group for county and provider staff. 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 and not professional development. All consultation must be approved in writing (including e-mail) by the Contract Manager before delivery.

- **C-1. Client Care**
- **C-2. Curriculum Development.** Curriculum development may be charged for hours equal to or less than the number of training hours of the course under development.
- **C-3. Program Development and Effectiveness.**

IV. DESIGNATED CONTRACT MONITOR:

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
299 12th Street, Suite A
Marina, CA 93933
(831) 647-7908

V. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **\$120,000** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. the fees listed below are per training, not per trainer. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms.

DESCRIPTION OF SERVICES			
A. Coursework - No Recording		Rate for one (1) Consultant	Rate for two (2) Consultants
	6 Training/CE Hours (Virtual)	\$3,600	\$5,400
	3 Training/CE Hours (Virtual)	\$1,800	\$3,600
	6 Training/CE Hours (In-person)	\$4,200	\$6,000
	3 Training/CE Hours (In-person)	\$2,800	\$4,600
Recorded Coursework		Hourly Rate	
	Recording	\$200	
B. Coaching (60 Minute Hour)		Rate for one (1) Consultant	Rate for two (2) Consultants
	1. Hourly (virtual & in-person)	\$300	\$400
	2. Hourly – w/ Record Review (virtual & in-person)	\$350	\$450
	3. Group (90 Minutes) (virtual & in-person)	\$400	\$600
C. Consultation (60 Minute Hour)		Rate for one (1) Consultant	Rate for two (2) Consultants
	1. Client Care (virtual & in-person)	\$300	\$450
	2. Curriculum Development	\$300	\$450
	3. Program Development & Effectiveness	\$300	\$500

- B.** These rates will cover all expenses related to the services including preparation and supplies/materials. There shall be no travel reimbursement allowed during this Agreement. These rates are all-inclusive.
- 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 Health Department. Specifically, CONTRACTOR shall submit its invoice on Exhibit D – Invoice Form to COUNTY to reach the 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 D – 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@countyofmonterey.gov

VI. CONTRACTORS BILLING PROCEDURES

- A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- B. COUNTY shall review and certify CONTRACTOR's 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 **March 22, 2024 to June 30, 2026**
- B. Maximum Liability Amount:

Term	Amount
March 22, 2024 - June 30, 2025	\$60,000
July 1, 2025 - June 30, 2026	\$60,000
MAXIMUM COUNTY OBLIGATION	\$120,000

(Remainder of this page intentionally left blank)

**EXHIBIT B-1:
INSURANCE MODIFICATION**

Contractor: Infinite Diversity, LLC

1. Section 8.0 INDEMNIFICATION:

COUNTY agrees to modify Section 8.0 Indemnification of the COUNTY Standard Agreement for the CONTRACTOR under this Agreement as follows:

Add Mutual Indemnification language:

The COUNTY shall indemnify, defend, and hold harmless the CONTRACTOR from any and all claims, liabilities, and losses whatsoever (including damages to property and injuries and 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 and all person, firm or corporation for damage, injury, or death arising out of or connected with the County's performance of this Agreement unless such claims, liabilities or losses arise out of the sole negligence or willful misconduct of CONTRACTOR.

2. 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:

Sections 9.03 and 9.04 Insurance Coverage Requirements:

a. Business Automobile Liability Insurance and Endorsement Exemption

The COUNTY approves the CONTRACTOR to provide Business Automobile Liability Insurance covering non owned and hired vehicles only, and Endorsement requirement during the term of this Agreement.

b. The CONTRACTOR acknowledges vehicles used while performing the services described in this Agreement shall be only non-owned and hired vehicles.

However, should the scope of services change at any time during the term of this Agreement, this modification will be re-evaluated and depending on the changes in scope, CONTRACTOR may be required to comply with the auto insurance requirements.

c. Workers' Compensation Insurance Exemption

The CONTRACTOR does not employ anyone. Accordingly, Workers' Compensation coverage requirements are therefore waived for this CONTRACTOR under this Agreement.

3. 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.

4. Except as provided herein, all other terms and conditions of the Standard Agreement with CONTRACTOR remain in full force and effect.