

**AMENDMENT NO. 1
TO STANDARD AGREEMENT A-
BETWEEN COUNTY OF MONTEREY AND
THOUGHT LINK**

THIS AMENDMENT is made to the AGREEMENT A-15880 for evaluation services by and between **Arlene Guzman Corporation dba Thought Link**, hereinafter "CONTRACTOR", and the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY."

WHEREAS, the COUNTY entered into STANDARD AGREEMENT A-15880 with CONTRACTOR in the amount of \$254,000 for the term of January 1, 2025 to June 30, 2026, for services necessary to conduct Multi-phased implementation of the Behavioral Health Services Act (BHSA)

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to revise the EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS; and the EXHIBIT B: INVOICE FORM.

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

1. EXHIBIT A is replaced with Exhibit A-1. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. This Amendment No. 1 shall be effective January 1, 2025.
4. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the COUNTY on January 1, 2025.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Agreement A-15880 as of the day and year written below.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

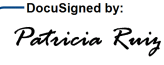
Date: _____

By: _____
Department Head


Date: _____

Approved as to Form ¹ _____
By:  _____
County Counsel

Date: 11/14/2025 | 9:57 AM PST

Approved as to Fiscal Provisions²
By:  _____
Auditor-Controller

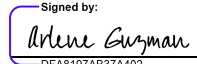
Date: 11/14/2025 | 11:55 AM PST

Approved as to Liability Provisions³
By:  _____
Risk Management

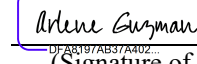
Date: 11/14/2025 | 10:03 AM PST

CONTRACTOR

THOUGHT LINK
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-
President)*
 _____
President
Name and Title

Date: 11/3/2025 | 9:40 AM PST

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

President
Name and Title

Date: 11/3/2025 | 9:40 AM PST

of the partnership.

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 XI or XII.

EXHIBIT A-1

**To the Agreement by and between
County of Monterey, Health Department, Behavioral
Health Bureau, hereinafter referred to as "County"
And
THOUGHT LINK, hereinafter referred to as
"CONTRACTOR" SCOPE OF
SERVICES/PAYMENT PROVISIONS
Term: January 1, 2025 - June 30, 2026**

- I. PURPOSE:** The Behavioral Health Bureau of the Monterey County Health Department is responsible for transitioning Behavioral Health Services (BHS) from the Mental Health Services Act (MHSA) to the Behavioral Health Services Act (BHSA) by June 30, 2026. The Contractor will continue to provide support and equip the County with the necessary tools, strategies, and data to ensure a successful transition and implementation of the BHSA. They will offer a range of tailored services to address the County's unique priorities, ensuring compliance with state requirements and facilitating a sustainable transition to the BHSA framework. This will also promote collaboration and continuous improvement across the behavioral health continuum of care.

The Contractor will provide the following services:

Technical Assistance: The Contractor will provide proactive, relationship-focused support to the COUNTY during the BHSA implementation period. This includes regular communication, coordination of meetings, and the development of tools, templates, or other resources to address emerging questions, implementation challenges, or changes in state guidance. The Contractor will act as a strategic thought partner, assisting the COUNTY in navigating ongoing transitions and ensuring alignment with BHSA priorities and timelines.

BHSA Community Planning Process: The Contractor will lead specific Community Planning Process (CPP) activities for the Behavioral Health Services Act (BHSA) that go beyond the Mental Health Services Act (MHSA) Community Program Planning Process (CPPP). The Contractor will engage with stakeholders, including community members and system partners, to maintain ongoing communication, share updates from BHSA, and gather important input needed to inform the development of the BHSA Integrated Plan. Additionally, the Contractor will collaborate closely with the COUNTY to establish a Behavioral Health Collaboration, facilitating the necessary ongoing engagement with stakeholders.

Provider Evaluation Training and Technical Assistance: The Contractor will provide technical assistance to the COUNTY's contracted providers to help them understand and meet

the BHSA reporting requirements. This support will include tailored training and structured planning for data collection and analysis. The Contractor will work proactively with providers to ensure they have the necessary information and tools to build their capacity and promote consistent, high-quality data reporting across the various BHSA funding streams.

Behavioral Health Integrated Plan Reporting: The Contractor will assist the COUNTY in aligning service, fiscal, and system partner data with BHSA reporting requirements. They will compile and analyze data from various sources, develop tools and processes to meet state reporting expectations, and aid in creating necessary sections of the Integrated Plan. The Contractor will ensure consistency, accuracy, and alignment with BHSA policy while helping the County communicate its progress toward key goals.

II. PERIOD OF PERFORMANCE:

Subject to other AGREEMENT provisions, the period of performance under this AGREEMENT will be from **January 1, 2025, to June 30, 2026.**

III. SCOPE OF WORK

Program Goals and Objectives: The CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, in that services shall include the following, as set forth below:

- I. Contractor to provide Multi-Phase Implementation of the Behavioral Health Services Act (BHSA) - Phase I consists of the following components: 1. Strategic Implementation Guidance: Develop a schedule that aligns with statewide goals and milestones. 2. Resource and Data Optimization: Create an integrated report readiness plan to ensure that funding streams, data assets, and reporting capacities meet the mandates of the BHSA. 3. Stakeholder-Centered Transition Planning: Establish and implement collaboration protocols to effectively engage community members and system partners. 4. Capacity-Building Technical Assistance: Provide targeted training and technical support to MCBH staff and contractors. This component will enhance MCBH's capacity for BHSA compliance, implementing evidence-based practices, and managing challenges related to funding adjustments. This engagement is essential to equip MCBH with the necessary tools, strategies, and insights for a successful transition to the BHSA framework while fostering collaboration and continuous improvement across the behavioral health continuum of care.

IV. SCOPE OF SERVICES

BHSA Implementation Blueprint

1. Assessment and Prioritization

- a. In collaboration with MCBH, CONTRACTOR will conduct a comprehensive assessment of county priorities associated with BHSA Implementation.
 - b. CONTRACTOR will collaboratively identify strategic priorities and actionable goals.
2. Blueprint Development and Maintenance
 - a. CONTRACTOR will develop a BHSA Implementation Blueprint, including a schedule with timelines that guide BHSA implementation, ensuring alignment with statewide goals, milestones, and local needs.
 - b. CONTRACTOR will maintain alignment with established timelines within the Blueprint throughout the term of the agreement.
 - c. In collaboration with MCBH, CONTRACTOR will regularly review and refine the Blueprint to reflect emerging state guidance, stakeholder feedback, and program performance data.

Integrated Report Readiness Plan

1. Comprehensive Funding Forecast

- a. CONTRACTOR will collect and document all local, state, and federal funding sources contributing to the behavioral health continuum of care within Monterey County.
- b. In collaboration with MCBH, CONTRACTOR will categorize funding streams by service area (e.g., housing interventions, FSPs, BH Services and Supports) and by target service population to ensure alignment with BHSA goals.
- c. CONTRACTOR will identify other sources of local revenues, including partnerships with schools and government agencies providing Behavioral Health Services to the MediCal-eligible population.
- d. In collaboration with MCBH, CONTRACTOR will forecast expected BHSA revenue and provide a schedule for future expected revenue for Behavioral Health Services, inclusive of all potential funding streams.

Programming Inventory

- a. CONTRACTOR will identify all Behavioral Health services and programs serving the MediCal-eligible population.
- b. For all services and programs aligned with BHSA mandated services, CONTRACTOR will identify which funding stream under which alignment could occur.
- c. For services and programs not aligned with BHSA mandates, CONTRACTOR will identify conditions under which alignment could occur (see transition plans under Component 4).
- d. CONTRACTOR will develop a Program Inventory Report that includes programs potentially negatively impacted by funding stream adjustments.

Data Inventory Report

- a. CONTRACTOR will identify and catalog available data from services funded by BHSA, specifying data types, formats, data sharing capabilities, and reporting capabilities.
- b. CONTRACTOR will highlight overlaps or redundancies in data collection to streamline future reporting efforts.

- c. CONTRACTOR will develop an inventory of existing data to support quick access and adaptation once the state releases measure and outcome requirements.

Alignment Analysis and Adjustment Planning

- a. After measure and outcome requirements are released, CONTRACTOR will conduct an alignment analysis to identify which services are not aligned to data requirements.
- b. CONTRACTOR will collaborate with MCBH to create an actionable plan for addressing alignment issues, including adjustments to data collection processes, staff training, and technology systems.

BHSA Transition Plan

1. Community Collaboration

- a. CONTRACTOR will develop Community Collaboration Plan, in accordance with BHSA regulations.
- b. In collaboration with MCBH, CONTRACTOR will develop a BHSA Informational Forum Protocol to gather community input on priorities for BHSA funding given the amended funding allocations.
- c. CONTRACTOR will develop data collection tools to understand who attends the BHSA Informational Forums and document input shared regarding funding priorities.
- d. In collaboration with MCBH, CONTRACTOR will plan BHSA Informational Forums throughout Monterey County and each Board of Supervisors (BOS) district, working with host sites to support recruitment efforts.
- e. CONTRACTOR will facilitate BHSA Informational Forums in both English and Spanish.
- f. CONTRACTOR will collect feedback provided at BHSA Informational Forums.
- g. CONTRACTOR will conduct appropriate analysis of collected information.
- h. CONTRACTOR will report community feedback and recommendations within the BHSA Transition Plan.

2. System Partner Collaboration

- a. CONTRACTOR will develop Stakeholder Collaboration Plan, in accordance with BHSA regulations.
- b. In collaboration with MCBH, CONTRACTOR will develop a System Partner Collaboration Protocol to gather input on BHSA priorities from system partners identified in BHSA regulations.
- c. CONTRACTOR will develop data collection tools to understand who attends System Partner Collaboration Sessions and document shared input regarding funding priorities.
- d. In collaboration with MCBH, CONTRACTOR will plan System Partner Collaboration Sessions to align with BHSA requirements for stakeholder collaboration.
- e. CONTRACTOR will facilitate System Partner Collaboration Sessions in Both English and Spanish.
- f. CONTRACTOR will collect input provided at Stakeholder Collaboration Sessions.
- g. CONTRACTOR will conduct appropriate analysis of collected information.
- h. CONTRACTOR will report system partner feedback and recommendations within the Stakeholder Collaboration Report.

3. BHSA Transition Plan

- a. In collaboration with MCBH, CONTRACTOR will develop BH system recommendations for the BOS to consider for funding allocations given the Program Inventory Report (see Component 2 - Programming Inventory), available data, and stakeholder input.
- b. In collaboration with MCBH, CONTRACTOR will develop a BHSA Transition Plan to present to the BOS based on available data and stakeholder input.
- c. In collaboration with MCBH, CONTRACTOR will present the BHSA Transition Plan as needed.

System Technical Assistance and Training

1. Policy Guidance and Monitoring

- a. CONTRACTOR will track and interpret state guidance, including updates to the Behavioral Health Transformation Policy Manual.
- b. CONTRACTOR will summarize key takeaways from state guidance and public comment periods, integrating key insights into the BHSA Implementation Blueprint (see Component 1).

2. MCBH Technical Assistance and Training

- a. In collaboration with MCBH staff, CONTRACTOR will identify priority training needs for MCBH staff related to BHSA regulations, DHCS policies, amendments to the Welfare and Institutions Code, and reporting processes and tools.
- b. CONTRACTOR will develop training(s) for prioritized needs adapted to the specific roles of targeted MCBH staff.
- c. In collaboration with MCBH, CONTRACTOR will facilitate training(s) with targeted MCBH staff.
- d. CONTRACTOR will develop and disseminate recorded trainings and associated guidance documents related to staff trainings.
- e. CONTRACTOR will provide as-needed technical assistance to MCBH related to BHSA Implementation.
- f. CONTRACTOR will provide training for clinical staff and contract analysts to build capacity and align practices with BHSA priorities and requirements.

3. Contractor Technical Assistance and Training

- a. In collaboration with MCBH staff, CONTRACTOR will identify priority training needs for MCBH Contractors related to BHSA regulations, DHCS updates and policies, amendments to the Welfare and Institutions Code, reporting processes and tools, and implementation of evidence-based practices.
- b. For contracted services that will be negatively impacted by funding changes (see Programming Inventory in Component 2), CONTRACTOR will collaborate with MCBH to develop transition plans to mitigate negative impacts for prioritized contractors.
- c. In coordination with MCBH, CONTRACTOR will schedule and facilitate meetings with impacted contractors to present, discuss, and potentially revise transition plans.
- d. CONTRACTOR will develop training(s) for prioritized Contractor needs.
- e. In collaboration with MCBH, CONTRACTOR will facilitate training(s) with targeted Contractors.

- f. CONTRACTOR will develop and disseminate recorded trainings and associated guidance documents related to Contractor trainings.

Technical Assistance

1. Ongoing Communication and Coordination

- a. CONTRACTOR will maintain consistent communication with designated MCBH staff through email, phone, and virtual check-ins to support shared understanding and timely collaboration.
- b. CONTRACTOR will schedule and facilitate progress update meetings (monthly or more frequently, as needed) to review current workstreams, confirm alignment on expectations, and address any barriers to implementation.
- c. CONTRACTOR will prepare and distribute meeting agendas, discussion materials, and written summaries to ensure clarity, shared accountability, and tracking of key decisions.
- d. CONTRACTOR will document follow-up action items, identify responsible parties, and include anticipated timelines for completion to maintain momentum and clarity between meetings.

2. Targeted Technical Assistance and Tool Development

- a. CONTRACTOR will provide responsive technical assistance on BHSA-related questions or challenges, supporting real-time problem solving, interpretation of guidance, or planning adjustments as needed.
- b. CONTRACTOR will develop tools, templates, or guidance documents to address identified MCBH needs related to BHSA implementation, such as summary briefs, data tracking templates, engagement planning aids, or staff-facing communication tools.
- c. CONTRACTOR will tailor technical assistance resources to be role-specific, actionable, and in alignment with the BHSA framework and local operational context.
- d. CONTRACTOR will maintain a log of technical assistance requests, resources developed, and MCBH feedback to support shared learning and inform future TA planning.

BHSA Community Planning Process (CPP)

1. Community Engagement:

- a. CONTRACTOR will design and prepare culturally responsive and accessible engagement materials—including discussion guides, recruitment flyers, and input forms—for a range of community-facing activities (e.g., listening sessions, town halls, community drop-ins).

- b. CONTRACTOR will coordinate with MCBH, trusted messengers, and community-based organizations (CBOs) to promote participation and ensure engagement occurs in inclusive, trusted, and accessible settings (virtual or in-person).
- c. CONTRACTOR will facilitate BHSA community engagement events in both English and Spanish, centering historically underserved communities and individuals with lived experience of mental health and substance use challenges.
- d. CONTRACTOR will collect and analyze feedback using trauma-informed, interactive methods that support authentic community voice and participation.
- e. CONTRACTOR will synthesize findings from community engagement into a high-level summary of themes and recommendations to inform the BHSA Integrated Plan development process.

2. System Partner Engagement:

- a. CONTRACTOR will design engagement strategies tailored to public agencies, contracted providers, and other system partners named in BHSA regulations, ensuring their input meaningfully informs BHSA planning efforts.
- b. CONTRACTOR will coordinate with MCBH to invite system partners to targeted forums, roundtables, or listening sessions to share updates, build buy-in, and gather actionable feedback on BHSA priorities.
- c. CONTRACTOR will facilitate engagement sessions in English and Spanish, as needed, and will document participant roles, shared insights, and areas of cross-system alignment or concern.
- d. CONTRACTOR will analyze input collected from system partners and integrate findings into a System Partner Engagement Summary of Findings to support cross-agency planning and BHSA implementation.

Provider Evaluation Training and Technical Assistance

1. Provider Training and Technical Assistance:

- a. CONTRACTOR will design and deliver follow-up trainings for MCBH-contracted providers on BHSA data collection and reporting requirements, informed by provider feedback and evolving guidance from the state.
- b. CONTRACTOR will facilitate targeted trainings focused on key service areas (e.g., Housing Interventions, Full-Service Partnerships, Behavioral Health Services and Supports), responsive to provider readiness and operational context.
- c. CONTRACTOR will provide ongoing technical assistance to contracted providers through regular check-ins, troubleshooting support, and role-specific guidance aligned with BHSA requirements.

2. Data Collection Planning for FY 26/27:

- a. CONTRACTOR will develop and tailor data collection tools (online and hardcopy, English and Spanish) for FY 26/27 based on provider input and BHSA priority outcome areas.

- b. CONTRACTOR will develop provider-specific data collection plans for FY 26/27 to ensure continuity in data tracking and progressive alignment with BHSA reporting infrastructure.
- c. CONTRACTOR will collaborate with MCBH and providers to support integration of BHSA data tools into existing Electronic Health Record and referral systems where feasible.
- d. CONTRACTOR will meet with targeted providers before the close of the fiscal year to prepare for implementation of data collection plans and tools by July 1 of 2026.

3. Data Monitoring and Reporting Support:

- a. CONTRACTOR will develop guidance and documentation to support MCBH in integrating provider-reported data into the BHSA Integrated Plan.
- b. CONTRACTOR will produce contract monitoring processes and tools to promote oversight and continuity, especially in the event of staffing changes within MCBH or contracted provider organizations.

Behavioral Health Integrated Plan Reporting

1. Behavioral Health Service Reporting:

- a. CONTRACTOR will obtain and compile all relevant behavioral health service data from MCBH and contracted providers, ensuring coverage of BHSA data reporting requirements.
- b. CONTRACTOR will organize and clean submitted data to support accuracy, consistency, and completeness across reporting sources.
- c. CONTRACTOR will analyze the cleaned data to produce insights related to service delivery, reach, and alignment with BHSA requirements and program goals.
- d. CONTRACTOR will synthesize results into actionable summaries and integrate findings into the BHSA Integrated Plan.

2. System Partner Data Collection and Integration

- a. CONTRACTOR will work collaboratively with MCBH and identified system partners to collect service-level data aligned with BHSA regulatory expectations.
- b. CONTRACTOR will facilitate data coordination meetings with system partners to ensure shared understanding of reporting expectations and timelines.
- c. CONTRACTOR will review, clean, and analyze data submitted by system partners, supporting alignment with reporting standards and surfacing cross-system trends or gaps.
- d. CONTRACTOR will incorporate system partner data and insights into the Integrated Plan.

3. Fiscal Information Organization, Analysis, and Reporting

- a. CONTRACTOR will support MCBH in organizing and formatting fiscal data for inclusion in BHSA reporting templates and planning documents.
- b. CONTRACTOR will monitor state-issued guidance (e.g., BHSA County Policy Manual, DHCS reporting memos) to identify and communicate implications for fiscal reporting requirements.
- c. CONTRACTOR will analyze fiscal data to assess funding distribution, program-level investments, and alignment with BHSA goals.
- d. CONTRACTOR will assist MCBH in integrating fiscal findings into relevant Integrated Plan sections.

4. Secondary Data Collection, Analysis, and Reporting

- a. CONTRACTOR will compile relevant secondary data sources to assess behavioral health needs, service utilization patterns, and system capacity within Monterey County.
- b. CONTRACTOR will conduct analyses to identify disparities by race, ethnicity, age, gender, language, geography, and other factors aligned with health equity goals.
- c. CONTRACTOR will translate findings into high-level recommendations to inform disparity reduction strategies and future program planning.
- d. CONTRACTOR will incorporate analyses into Integrated Plan sections, aligning with DHCS-defined population measures and outcome priorities.

Integrated Plan Development

- 1. CONTRACTOR will support the development of core reporting sections required by BHSA templates and guidelines, including but not limited to:
 - i. County Demographics and Behavioral Health Needs
 - ii. Plan Goals and Objectives
 - iii. Community Planning Process
 - iv. Comment Period and Public Hearing
 - v. Behavioral Health Care Continuum Capacity
 - vi. Services by Total Funding Source
 - vii. Behavioral Health Services Fund Programs
 - viii. Workforce Strategy
 - ix. Budget and Prudent Reserve
- b. CONTRACTOR will ensure all content aligns with the most current BHSA guidance, incorporates community and system partner input, and reflects data-driven insights gathered through the planning process.
- c. CONTRACTOR will support MCBH in submitting the draft BHSA Integrated Plan to the state by March 31, 2026, and finalizing the plan for submission by June 30, 2026.

IV. DESIGNATED CONTRACT MONITOR

Shannon Castro, Management Analyst III
 County of Monterey Health Department, Behavioral Health Bureau
 1270 Natividad Road
 Salinas, CA 93906
 831-279-3335

V. PAYMENT PROVISIONS

A. COUNTY shall pay an amount not to exceed **\$611,000** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

NO.	Service	Description	FY 25-26 Total Amount
1	BHSA Implementation Blueprint	Provides a structured, adaptable framework to ensure that Monterey County stays on track with BHSA implantation, meeting both state requirements and local priorities	15,000
2	Comprehensive Funding Forecast	Offers a clear and detailed view of available funding, enabling informed decision-making and resource allocation that maximizes service delivery.	12,000
3	Programming Inventory Report	Identifies alignment opportunities and risks, supporting strategic planning to optimize program sustainability under new funding conditions.	33,000
4	Data Inventory Report	Establishes a foundational understanding of data assets, streamlining compliance with state reporting requirements and enabling evidence-based decision-making	18,000
5	Programmatic Alignment Analysis and Action Plan	Ensures that data and processes align with state expectations, reducing risk and supporting continuous improvement efforts.	25,000
6	Community Collaboration Plan	Facilitates inclusive community collaboration, ensuring stakeholder voices inform BHSA funding priorities and fostering trust with residents.	12,000
7	Stakeholder Collaboration Plan	Facilitates inclusive community collaboration, ensuring stakeholder voices inform BHSA funding priorities and fostering trust with residents	12,000
8	BHSA Transition Plan	Provides a roadmap for transitioning services, ensuring a balance approach to funding allocations based on data and stakeholder input	66,000

9	MCBH Staff Trainings	Builds staff capacity to implement BHSA effectively, fostering compliance and implementation fidelity.	18,000
10	Contractor Trainings	Ensures contractors are equipped to align with BHSA regulations and implement evidence-based practices, maintaining services continuity.	18,000
11	Transition Plan for Contractors	Minimizes disruptions to contracted services, supporting a smooth transition to BHSA-aligned funding and program structures.	25,000
Sub Total			254,000
	Amendment No 1 Adds the following:		
1-a	BHSA Implementation Meeting Agendas	Captures all technical assistance provided, allowing MCBH to track requests, identify trends, and apply learnings across BHSA implementation areas.	24,000
2-a	Additional BHSA Resources/Tools, as needed	On-demand tools, templates, or summaries developed in response to emerging MCBH needs to support decision-making, communication, or implementation under BHSA.	16,000
3-a	BHSA CPP Community Data Tool Development	Development of tools to collect and manage community engagement data used for planning and reporting	8,000
4-a	BHSA CPP Community Data Collection and Analysis	Collection and preliminary analysis of community engagement data to inform findings and plan content.	15,000
5-a	BHSA Community Engagement Summary of Findings	Synthesizes themes and recommendations from community input sessions to directly inform priority setting and reporting in the BHSA Integrated Plan	12,000
6-a	BHSA CPP System Partner Data Collection Tools	Design of standardized tools to collect input from system partners participating in BHSA planning efforts	8,000
7-a	BHSA CPP System Partner Data Collection and Analysis	Collection and analysis of system partner engagement data to support summary reporting	15,000
8-a	System Partner Engagement Summary of Findings	Documents cross-sector feedback and alignment opportunities to strengthen system coordination and strategic planning under BHSA and integration into the integrated Plan.	12,000
9-a	Provider BHSA Training Session Materials	Training slide decks, handouts, and/or recordings designed to increase provider capacity for BHSA-aligned service delivery, data collection, and reporting.	18,000
10-a	BHSA-Aligned Provider Data Collection Tools and Plans	Provider-specific tools and protocols that help providers prepare for successful data reporting aligned with FY 25-27 BHSA priorities and BHSA Integrated Plan report requirements	\$16,000

11-a	BHSA Provider Monitoring and Reporting Tools	Tools and protocols to support MCBH in reviewing provider data submissions, maintaining continuity, and informing future contract oversight	\$16,000
12-a	Provider One-on-One TA meeting Agenda	Documentation of provider-specific support meetings including objectives and action steps	\$20,000
13-a	Behavioral Health Service Data Collection and Analysis	Compilation, cleaning, and analysis of BHSA service utilization data	15,000
14-a	Behavioral Health Service Data Summary for Integrated Plan	Provides a cleaned, analyzed summary of BHSA service utilization data to support Integrated Plan content development	12,000
15-a	System Partner Data Collection and Analysis	Collection and analysis of BHSA-relevant data from county system partners	10,000
16-a	System Partner Data Integration Summary	Delivers synthesized and formatted system partner data for inclusion in Integrated Plan service and collaboration sections	12,000
17-a	Fiscal Data Summary and Reporting Templates	Analyzes and organizes fiscal data aligned to BHSA templates, enabling efficient completion of Plan budget and funding source sections	10,000
18-a	Secondary Data Collection and Analysis	Compilation and review of external data sources related to community need and service utilization	10,000
19-a	Secondary Data Findings Summary	Offers population-level insights to support equitable service planning and alignment with DHCS-defined outcomes	20,000
20-a	Draft BHSA Integrated Plan	Draft Plan with complete, data-informed sections ready for stakeholder review and March 31 state submission	40,000
21-a	Final BHSA Integrated Plan	Finalized Plan incorporating revisions based on stakeholder and internal feedback, submitted to the state by the final deadline	8,000
22-a	Reserved Services	Professional services or consulting may include additional data collection and analysis, required reporting, and other optional services needed during the term of the Agreement. These services will be provided on an "as-needed" and "as-approved" basis. The specific services must be agreed upon by the COUNTY and the CONTRACTOR and pre-approved by the COUNTY before execution.	40,000
Sub Total			357,000
Grand Total			611,000
10%			61,100

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 County of Monterey's Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit B– Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the 30th day of the month following the month of service.

D. CONTRACTOR shall submit via email a claim using Exhibit B – 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
OR via regular mail to:
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Road
Salinas, CA 93906
ATTN: Accounts Payable

VII. 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 hereafter 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.

VIII. 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 **\$611,000** for services rendered under this Agreement for the period of **01/01/25 through 06/30/26**.

B. Maximum Liability Amount: \$611,000

FISCAL YEAR LIABILITY	AMOUNT
January 1, 2025 thru June 30, 2025	\$141,000
July 1, 2025 thru June 30, 2026	\$470,000
TOTAL AGREEMENT	\$611,000
MAXIMUM LIABILITY	

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:

Arlene Guzman Corporation dba Thought Link

(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:

Multi-Phase Implementation of the Behavioral Health Services Act (BHSA)-Phase I includes: Strategic Implementation Guidance; Resource and Data Optimization for creation of integrated reporting plan; Stakeholder-Centered Transition Planning; and Capacity-Building Technical Assistance. This phase is designed to enhance collaboration and ensure that the objectives of the BHSA are effectively met.

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: \$ 254,000

3.0

TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2025 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: Monterey County Behavioral Health

Invoice Form

Exhibit C Auto Liability Coverage

Arlene Guzman Corporation dba
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01/01/25 through 06/30/26
NTE \$254,000

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.

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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, 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 \$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.)

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.

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:
Elsa Mendoza Jimenez, MPH Director of Health Services	Arlene Guzman, President
Name and Title	Name and Title
1270 Natividad Road, Salinas, CA 93906	14561 Hillsdale Street, Chino, CA 91710
Address	Address
(831) 755-4526	(415) 517-5470
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.

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

By: Debra Wilson
DocuSigned by: 78741937440041B
 Contracts/Purchasing Officer
 Date: 3/28/2025 | 2:02 PM PDT

By: _____
 Department Head (if applicable)
 Date: _____

Approved as to Form
 Office of the County Counsel¹
 Susan K. Blich, County Counsel

By: Kevin Serrano
DocuSigned by: 8F74045A108854D5
 County Counsel
 Date: 3/28/2025 | 11:17 AM PDT

Approved as to Fiscal Provisions

By: Patricia Ruiz
DocuSigned by: E79EF64E57454F6
 Auditor/Controller
 Date: 3/28/2025 | 1:52 PM PDT

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

By: _____
 David Bolton, Risk Manager
 Date: _____

CONTRACTOR

Arlene Guzman Corporation dab Thought Link
 Signed by: Contractor/Business Name *
 By: Arlene Guzman Todd
DocuSigned by: DE1818747271402
 (Signature of Chair, President, or Vice-President)
 Arlene Guzman Todd President/CFO
 Name and Title
 Date: 3/27/2025 | 2:55 PM PDT

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

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

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