

**AMENDMENT NO. 1  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
INFINITE DIVERSITY, LLC**

This Amendment No. 1 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 entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of \$40,000 for the term of March 22, 2024, to June 30, 2025, to provide training and consultation services;

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the AGREEMENT as specified below:

1. Modify rates of payment to account for additional staff and in-person services, maintaining the original NTE amount of \$40,000.

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

1. EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM replaces EXHIBIT C: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM. All references in the AGREEMENT to EXHIBIT C shall be construed to refer to EXHIBIT C-1.
3. Except as provided herein, all remaining terms, conditions, and provision of the AGREEMENT are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this Amendment No. 1 shall be attached to the original AGREEMENT executed by the County on March 22, 2024.

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

**COUNTY OF MONTEREY**

DocuSigned by:  
 By: Debra Wilson  
 78741937AA0D41B...  
 Contracts/Purchasing Officer  
 Date: 9/6/2024 | 2:11 PM PDT

By: \_\_\_\_\_  
 Department Head

Date: \_\_\_\_\_

Signed by:  
 Approved as to Form 1 By: Shane Elen Strong  
 F631FE484254493...  
 County Counsel  
 Date: 9/6/2024 | 10:27 AM PDT

Approved as to Fiscal Provisions<sup>2</sup>  
 DocuSigned by:  
 By: Jennifer Forsyth  
 4E7E657975434AE...  
 Auditor-Controller  
 Date: 9/6/2024 | 2:01 PM PDT

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
 Risk Management

Date: \_\_\_\_\_

**CONTRACTOR**

Infinite Diversity, LLC  
 Contractor's Business Name\*  
 Signed by:  
 By: Luke Pacha  
 F67D682943E48D...  
 (Signature of Chair, President, or  
 Vice-President)\*  
 Luke Pacha Manager

Name and Title  
 Date: 9/4/2024 | 1:54 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.

<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 Sections 8 or 9

## **EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS**

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**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 Upon Execution to June 30, 2025.

### **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**

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.

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:

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

**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.
- **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 12<sup>th</sup> Street, Suite A  
Marina, CA 93933  
(831) 647-7908

**V. PAYMENT PROVISIONS**

**A. COMPENSATION/PAYMENT**

COUNTY shall pay an amount not to exceed **\$40,000** 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	RATE FOR ONE (1) CONSULTANT	RATE FOR TWO (2) CONSULTANTS
<b>A. Coursework - No Recording</b>		
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
<b>B. Coaching (60 Minute Hour)</b>		
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
<b>C. Consultation (60 Minute Hour)</b>		
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 (30<sup>th</sup>) 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@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

## **VI. CONTRACTORS BILLING PROCEDURES**

- A.** The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- B.** COUNTY shall review and certify CONTRACTOR's 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 **Upon Execution to June 30, 2025**
- B. Maximum Liability Amount:

<b>TERM</b>	<b>AMOUNT</b>
Upon Execution to June 30, 2025	\$40,000
<b>MAXIMUM COUNTY OBLIGATION</b>	<b>\$40,000</b>

*(Remainder of this page intentionally left blank)*

## **EXHIBIT C-1: COUNTY OF MONTEREY BEHAVIORAL HEALTH – INVOICE FORM**

<b>EXHIBIT C-1</b>		<b>County of Monterey Behavioral Health - Invoice Form</b>				
<b>Contractor:</b>	Infinite Diversity, LLC	<b>Invoice Number:</b>				
<b>Address Line 1:</b>	1602 Fernwood St.	<b>County PO No.:</b>				
<b>Address Line 2:</b>	St. Paul, MN 55108	<b>Invoice Period:</b>				
<b>Tel. No.:</b>	510-516-4164	<b>Final Invoice :</b>	(Check if Yes) <input type="checkbox"/>			
<b>Contract Term:</b>	Upon Execution-June 30, 2025	<b>BH Control Number</b>				
<b>BH Division :</b>	Behavioral Health					

  

Date of Service	Service Description	Rate	Number of services for this Period	Dollar Amount Requested for this Period	N/A	N/A
	Coursework: 6 Training/CE Hours (virtual) with one consultant	\$3,600				
	Coursework: 6 Training/CE Hours (virtual) with two consultants	\$5,400				
	Coursework: 3 Training/CE Hours (virtual) with one consultant	\$1,800				
	Coursework: 3 Training/CE Hours (virtual) with two consultants	\$3,600				
	Coursework: 6 Training/CE Hours (in-person) with one consultant	\$4,200				
	Coursework: 6 Training/CE Hours (in-person) with two consultants	\$6,000				
	Coursework: 3 Training/CE Hours (in-person) with one consultant	\$2,800				
	Coursework: 3 Training/CE Hours (in-person) with two consultants	\$4,600				
	Coaching: Hourly (60 minutes) with one consultant	\$300				
	Coaching: Hourly (60 minutes) with Record Review with one consultant	\$350				
	Coaching: Group (90 minutes) with one consultant	\$400				
	Coaching: Hourly (60 minutes) with two consultants	\$400				
	Coaching: Hourly (60 minutes) with Record Review with two consultants	\$450				
	Coaching: Group (90 minutes) with two consultants	\$600				
	Consultation: Client Care (60 minutes) with one consultant	\$300				
	Consultation: Curriculum Development (60 minutes) with one consultant	\$300				
	Consultation: Program Development & Effectiveness (60 minutes) with one consultant	\$300				
	Consultation: Client Care (60 minutes) with two consultants	\$450				
	Consultation: Curriculum Development (60 minutes) with two consultants	\$450				
	Consultation: Program Development & Effectiveness (60 minutes) with two consultants	\$500				
<b>TOTALS:</b>						

**Provide Details for each Date Service:**

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.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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 _____