

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:

Neurosequential Model Network, LLC

(hereinafter “CONTRACTOR”).

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

1.0 GENERAL DESCRIPTION:

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

Provide: Education and training to behavioral health psychologists in the Neurosequential Model of Therapeutics and to provide access to the clinical assessment tool developed by MNM.

2.0 PAYMENT PROVISIONS:

2.01 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: \$ 50,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Full Execution to 12/31/2027, 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: Exhibit B: Terms Modifications

Exhibit C: Invoice Form

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 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

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.

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 of 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.

Initial JK
5/13/2025 | 11:11 AM PDT

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, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, 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, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, 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.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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:

- 10.01 **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.
- 10.02 **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.
- 10.03 **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.
- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

Initial
JK
5/13/2025 | 10.05 ~~**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.~~

11.06 **Format of Deliverables:** For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

11.0 NON-DISCRIMINATION:

11.01 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:

13.01 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.

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

13.03 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:
Name and Title	Bruce D. Perry, M.D., Ph.D. ; Principal Member Name and Title
Address	3733-1 Westheimer Road, #1039, Houston TX 77027 Address
Phone:	(281) 932-1375 Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

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

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 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).

17.02 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.

17.03 Form: Delivery by E-Mail or Facsimile.

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

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18.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

CONTRACTOR

Neurosequential Model Network, LLC

Contractor/Business Name *

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

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

By:

DocuSigned by:
Kevin Serrano

County Counsel

Date:

5/29/2025 | 11:43 AM PDT

Approved as to Fiscal Provisions

By:

DocuSigned by:
Jennifer Forsyth

Auditor/Controller

Date:

5/29/2025 | 3:53 PM PDT

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

By:

Signed by:
David Bolton

David Bolton, Risk Manager

Date:

6/3/2025 | 1:53 PM PDT

By:

DocuSigned by:
[Signature]

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

Jana Rosenfelt, M.Ed. ; President

Date:

5/13/2025 | 11:11 AM PDT
Name and Title

By:

Signed by:
Bruce D. Perry, M.D., Ph.D

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

Bruce D. Perry, M.D., Ph.D. ; Principal Member

Date:

5/13/2025 | 9:06 AM PDT
Name and Title

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

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subs. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

¹Approval by the Office of the County Counsel is required.

²Approval by Auditor-Controller is required.

³Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT A: SCOPE OF SERVICES / PAYMENT PROVISIONS

County of Monterey Standard Agreement
by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as “COUNTY”
AND
The Neurosequential Model Network, LLC
Hereinafter referred to as “CONTRACTOR”

I. SCOPE OF SERVICES

A. PURPOSE

The Mental Health Services Oversight and Accountability Commission awarded the County a Mental Health Student Services Act (MHSSA) grant to build infrastructure for mental health systems at identified school districts and increase staff social emotional capacity and understanding of mental health issues in students. The services provided to meet these goals are done in partnership with community-based agencies, specialists in relevant fields, and trainers in essential areas related to the goals of the grant, including the Neurosequential Model of Therapeutics. This is a neurodevelopmentally informed, biologically respectful perspective on development and functioning. Clinical psychologists trained in this model will support the work of the MHSSA grant by assisting staff in understanding how childhood experiences impact their ability to flourish and learn.

The purpose of this agreement is to provide education and training to behavioral health psychologists in the Neurosequential Model of Therapeutics and to provide access to the clinical assessment tool developed by NMN for usage with children and families working with COUNTY.

B. SCOPE OF WORK

PROGRAM GOALS AND OBJECTIVES: The CONTRACTOR shall provide all required certification elements of Phase I and Phase II of the Neurosequential Model of Therapeutics and access to maintenance to Phase I certified clinicians and the ability to purchase metric tokens. The training outlined in this agreement is a clinical enhancement, capacity building project. It provides exposure to the core concepts underlying the NMT and to the clinical application of this approach with children and families.

PHASE I

1. CONTRACTOR shall provide access to and guidance through all elements of Phase I to eight clinicians, the necessary components to become certified in the Neurosequential Model of Training. Phase I shall take twelve months; however, an additional six-month extension is available at no additional cost. Required elements are as follows:

- a) Multimedia Content: Participants are required to view NMN Multimedia content (video content, recorded presentations, NMN YouTube Channel Seven Slide Series sessions, etc.) according to training syllabus.
- b) Readings: Participants are required to complete package of required readings according to training syllabus.
- c) NMT Core Certification Series Recordings: Participants are required to view 10 case-based training sessions according to syllabus
- d) Case-based Seminars - Recordings of NMT Mentor-led Case-based Training Series: Participants are required to view ten (10) sessions of 2021 Series Case Discussions.
- e) NMT Online Clinical Practice Tools (also known as the NMT Metrics)
 - i. Participants are required to view two (2) recording Metric Tool trainings sessions.
 - ii. CONTRACTOR shall provide access to NMT Online Clinical Practice Tools to allow the participants to become familiar with the NMT metrics.
 - iii. Participants are required to complete two (2) “Typical” reports, one (1) Fidelity report, and seven (7) client reports for a minimum of ten (10) metric reports in Phase I.
 - iv. Participants must call in live or view recordings of the monthly Metric Scoring Calls/NMT Implementation calls.
 - v. Participants must complete all Fidelity Exercises, which include:
 - i. Once per year, all NMT-certified and NMT-certification training clinicians are required to score one (1) case using the Online Clinical Practice Tools. Each participating clinician will be provided a case abstract and will be provided with one (1) one-hour online session devoted to question and answer about the case. Participants are then required to submit scored reports by the date set by NMN.
 - ii. All clinicians using the NMT tool, in Phase I or beyond, will be required to participate.
 - iii. NMN staff are required to distribute a scored report and self-scoring instructions.
 - iv. NMN are required to provide feedback via a 30 minute recorded discussion of common scoring areas where errors occurred.
- f) Study Group Meetings: Participants will be assigned to a Certification Study Group and are required to participate in two monthly one-hour conference calls focused on discussion of the training content.
- g) Elective NMT Interest Groups: CONTRACTOR shall provide monthly NMT Interest Group Calls and office hours. Participants may choose to participate in these as desired.

2. CONTRACTOR shall provide unlimited “metric tokens” per participant in Phase I of the training.
3. COUNTY shall designate a “site coordinator” who will help facilitate the Site Certification process to track and maintain all components required of Phase I NMT Training Certification, including maintaining attendance and participation documentation, ensuring completion with certification requirements and attendance and participation records for each activity, tracking curriculum completion, and submission of Phase I checklists.
4. COUNTY shall facilitate the purchase of *The Boy Who Was Raised As a Dog* and *What Happened to You?* for each participant enrolled in Phase I.

PHASE II

5. CONTRACTOR shall provide access to and guidance through all elements of Phase II, the Train the Trainer program that exposes clinicians to advanced NMT content and provides the skills to teach NMT concepts to others. Phase II shall commence for two clinicians upon completion of Phase I. Phase II shall take twelve months; however, an additional six-month extension is available at no additional cost. Required elements are as follows:
 - a) Multimedia Content: Participants are required to view NMN Multimedia content (video content, recorded presentations, NMN YouTube Channel Seven Slide Series sessions, etc.) according to training syllabus.
 - b) Readings: Participants are required to complete package of required readings according to training syllabus.
 - c) NMT Core Certification Series Recordings: Participants are required to view introductory TTT Session, eleven (11) NMT Trainer Series webinar videos, TTT powerpoint slides, and twelve (12) Introduction to Developmental Trauma Series video sessions.
 - d) Case-based Seminars - Recordings of NMT Mentor-led Case-based Training Series: Participants are required to view ten (10) sessions of 2021 Series Case Discussions.
 - e) NMT Online Clinical Practice Tools (also known as the NMT Metrics)
 - i. Participants must complete a minimum of ten (10) metric reports throughout Phase II.
 - ii. Participants must call in live or view recording of monthly Metric Scoring and Implementation Calls.
 - iii. Participants are required to complete a minimum of ten (10) metric reports in Phase II.
 - iv. Participants must call in live or view recordings of the monthly Metric Scoring Calls/NMT Implementation calls.
 - v. Participants must complete all Fidelity Exercises, which include:

- i. Once per year, all NMT-certified and NMT-certification training clinicians are required to score one (1) case using the Online Clinical Practice Tools. Each participating clinician will be provided a case abstract and will be provided with one (1) one-hour online session devoted to question and answer about the case. Participants are then required to submit scored reports by the date set by NMN.
 - ii. All clinicians using the NMT tool, in Phase II or beyond, will be required to participate.
 - iii. NMN staff are required to distribute a scored report and self-scoring instructions.
 - iv. NMN are required to provide feedback via a 30 minute recorded discussion of common scoring areas where errors occurred.
 - f) Study Group Meetings: Participants will be assigned to a Certification Phase II/Train-the-Trainer Study Group and are required to participate in the monthly one-hour conference calls focused on discussion of the training content as well as facilitation of Phase I training study group meetings.
 - g) Certification Group Facilitation:
 - i. Participants must facilitate two (2) monthly, one-hour meetings with a group of Phase I participants and lead discussions related to the Phase I Training content.
 - ii. CONTRACTOR shall provide a structured monthly syllabus and discussion guide for trainers to use in their monthly meetings with their Phase I training groups. CONTRACTOR shall seek and incorporate feedback from participants in Phase II about meeting facilitation.
 - h) Elective NMT Community Meetings and Interest Groups: CONTRACTOR shall provide monthly NMT Interest Group Calls and office hours. Participants may choose to participate in these as desired.
6. CONTRACTOR shall provide unlimited metric tokens to participants enrolled in Phase II of the training. While County has participants enrolled in Phase II, CONTRACTOR shall additionally provide unlimited metric tokens to participants who completed Phase I and who are concurrently enrolled in Maintenance as articulated below at no extra cost.
7. COUNTY shall designate a “site coordinator” who will help facilitate the Site Certification process to track and maintain all components required of Phase II NMT Training Certification, including maintaining attendance and participation documentation, ensuring completion with certification requirements and attendance and participation records for each activity, tracking curriculum completion, and submission of Phase II checklists.

MAINTENANCE

8. Upon completion of Phase I, six clinicians shall participate in Maintenance and two clinicians shall continue on to Phase II as outlined above. While County has clinicians enrolled in Phase II, CONTRACTOR shall provide Maintenance at no additional cost.
9. CONTRACTOR shall provide all items necessary for identified clinicians, including access to required continuing education items, such as reading and video trainings, and metric tokens that allow for the completion of the required reports. Clinicians that are Phase I certified must complete five (5) reports at a minimum. Required elements are as follows:
 - i. Access to all materials required for one Fidelity Exercise:
 - i. Once per year, all NMT-certified and NMT-certification training clinicians are required to score one (1) case using the Online Clinical Practice Tools. Each participating clinician will be provided a case abstract and will be provided with one (1) one-hour online session devoted to question and answer about the case. Participants are then required to submit scored reports by the date set by NMN.
 - ii. All clinicians using the NMT tool, in Phase I or beyond, will be required to participate.
 - iii. NMN staff are required to distribute a scored report and self-scoring instructions.
 - iv. NMN are required to provide feedback via a 30 minute recorded discussion of common scoring areas where errors occurred.
 - b) Access to any required readings and/or videos.
 - c) Ability to complete the minimum number of required NMT reports as articulated above through purchase of the required number of tokens by COUNTY.

C. DESIGNATED CONTRACT MONITOR

Liz A. Perez-Cordero, Psy.D.
Behavioral Health Services Manager, Children Services
1000 South Main Street, Suite 210B Salinas, CA 93901
(831) 755-8430

II. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

1. County shall pay a maximum amount not to exceed **\$50,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.
2. The total compensation for services rendered shall be based on the following rates:

Description of Service	Rate	Total
NMT Phase I Training Certification	\$4,000 per participant	8 people x \$4,000 = \$32,000
NMT Phase II Train the Trainer Certification	\$6,000 per participant	2 people x \$6,000 = \$12,000
Pack of 200 Report Metric Tokens	\$3,000	2 x 200 Token packets = \$6,000
Total		Not to exceed \$50,000

3. These rates will cover expenses related to the services including preparation and videos, texts, and materials referenced above, except for the required books referenced above in Section I.B. Phase I.
4. There shall be no travel reimbursement allowed during this Agreement.
5. 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 C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service.
6. CONTRACTOR shall submit via email a claim using Exhibit C – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

B. CONTRACTORS BILLING PROCEDURES

1. 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.
2. 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.
3. 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.

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EXHIBIT B: STANDARD AGREEMENT – TERMS MODIFICATIONS

County of Monterey Standard Agreement
by and between
County of Monterey, Health Department, Behavioral Health Bureau,
Hereinafter referred to as “COUNTY”
AND
The Neurosequential Model Network, LLC
Hereinafter referred to as “CONTRACTOR”

1. Section 9.0 INSURANCE REQUIREMENTS:

COUNTY agrees to modify the Other ‘Insurance’ Requirements for the CONTRACTOR by modifying Section 9.03 of the COUNTY Standard Agreement for this Agreement as follows:

Section 9.03 Other Insurance Requirements

- a. Commercial Automobile Liability and Endorsement Exemption
The COUNTY agrees to exempt the CONTRACTOR from the Commercial Automobile Liability insurance.

The CONTRACTOR acknowledges that he shall not use a vehicle while performing the services described in this Agreement. The CONTRACTOR’s services will be either virtual, through telephone, or email.

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.

2. Section 10.05 Royalties and Inventions:

Section 10.05 is hereby deleted in its entirety and replaced with the following:

CONTRACTOR shall retain all rights to CONTRACTOR’s original content used during the contracting and training period, including but not limited to all original writings, sound recordings, video recordings, pictorial reproductions, drawings, and other works. All materials created by the CONTRACTOR for the Neurosequential Model of Therapeutics© (“NMT”) or any other material developed by the CONTRACTOR are subject to copyright and unauthorized duplication is a violation of applicable laws. The materials developed for the NMT or Case-Based Training Seminars may not be re-purposed by individual participants or participating organizations without specific, prior written permission from the CONTRACTOR.

CONTRACTOR shall retain all rights to the NMT metric system. NMT metrics generated by CONTRACTOR’s platform may not be modified in any way. Any modification of NMT metrics will be considered copyright infringement. Sites,

individuals or fellows who are found to be using modified NMT metrics will have certification status or fellow relationship terminated and legal action may be pursued. Any unauthorized use of NMT metrics for clinical or research purposes without specific written consent of the CONTRACTOR will result in the termination of this agreement and the cessation of training activities, including publishing, presenting or otherwise sharing any NMT data. NMT Metrics may be used for research, outcome or clinical purposes either during certification training or following certification with permission from the CONTRACTOR.

COUNTY OF MONTEREY

CONTRACTOR

Authorized Signature:

Authorized Signature:

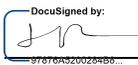
By: _____ Date: _____
(Title of Signer)

By:  Date: 5/13/2025 | 9:06 AM P
Principal Member

Approved as to Fiscal Provisions:

Authorized Signature:

By: _____ Date: _____
Auditor-Controller Designee

By:  Date: 5/13/2025 | 11:11 AM
President

Approved as to Legal Form:

By: _____ Date: _____
Office of County Counsel

EXHIBIT C: MONTEREY COUNTY BEHAVIORAL HEALTH INVOICE FORM

EXHIBIT C		County of Monterey Behavioral Health - Invoice Form				
Contractor:	Neurosequential Model Network	Invoice Number:				
Address Line 1:	3733-1 Westheimer Road, #1039	County PO No.:				
Address Line 2:	Houston, Texas 77027-5226	Invoice Period:				
Tel. No.:	(281) 932-1375	Final Invoice : (Check if Yes)				
Contract Term:	Upon Full Execution - December 31, 2027	BH Control Number				
BH Division :	Behavioral Health					
Date of Service	Service Description	Rate	Number of services for this Period	Dollar Amount Requested for this Period	N/A	N/A
	NMT Phase I Training - Rate Per Person	\$4,000.00				
	NMT Phase II Train the Trainer - Rate Per Person	\$6,000.00				
	Pack of 200 Report Metric Tokens	\$3,000.00				
TOTALS:						
Provide Details for each Date Service:						
<small>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.</small>						
Signature: _____			Date: _____			
Title: _____			Telephone: _____			
Email to:	MCHDBHFinance@countymonterey.gov	Behavioral Health Authorization for Payment				
		Authorized Signatory _____			Date _____	