

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:
Applied Crisis Training and Consulting, Inc.

(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:

Support staff members, contract providers, and the community in Suicide Prevention efforts, and provide program development and facilitation of suicide prevention initiative.

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: \$ \$200,000

3.0

TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Execution to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Invoice

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5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

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- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

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

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

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

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

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

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

9.04 Other Requirements:

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

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

Additional Insured Status:

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

Primary Coverage:

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

Waiver of Subrogation:

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

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

10.0 RECORDS AND CONFIDENTIALITY:

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

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

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

11.0 NON-DISCRIMINATION:

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

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

14.0 INDEPENDENT CONTRACTOR:

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

15.0 NOTICES:

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

| FOR COUNTY: | FOR CONTRACTOR: |
|--|--|
| Elsa Jimenez, MPH Director of Health Services | Carly Memoli President |
| Name and Title | Name and Title |
| 1270 Natividad Road Salinas, CA 93906 | 922 Ponselle Ln Apt. #3 Capitola, CA 95010 |
| Address | Address |
| (831) 755-4526 | (831) 400-8673 |
| Phone: | Phone: |

16.0 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

17.2 **Counterparts.**

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

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

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

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***** THIS SECTION INTENTIONALLY LEFT BLANK *****

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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**

By: DocuSigned by:
Debra Wilson
 7B741937AA0D41B
 Contracts/Purchasing Officer
 Date: 7/2/2024 | 10:26 AM PDT

By: DocuSigned by:
Sean Jung
 07A00BA59C40420...
 Department Head (if applicable)
 Date: 7/9/2024 | 3:31 PM PDT

Applied Crisis Training and Consulting, Inc.
 By: DocuSigned by: Contractor/Business Name *
Carly Memoli
 D8820B713C74452
 (Signature of Chair, President, or Vice-President)
 Carly Memoli President
 Date: 6/26/2024 | 12:35 PM PDT
 Name and Title

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

By: DocuSigned by:
Shane Ellen Strong
 A9006E208761419
 County Counsel
 Date: 7/1/2024 | 9:17 PM PDT

By: DocuSigned by:
Dustin Blomquist
 CEB4E0B0EC3E4E1
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
 Dustin James Blomquist Secretary
 Date: 6/26/2024 | 12:44 PM PDT
 Name and Title

Approved as to Fiscal Provisions

By: DocuSigned by:
Patricia Ruiz
 E70EF64E67454F6...
 Auditor/Controller
 Date: 7/2/2024 | 7:38 AM PDT

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

By: _____
 David Bolton, Risk Manager
 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.

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 paragraphs 8 or 9

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EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS

This Exhibit A shall be incorporated by reference as part of the Standard Agreement governing work to be performed under the above referenced Agreement, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of the CONTRACTOR.

I. PURPOSE:

CONTRACTOR will support staff members, contract providers, and the community in Suicide Prevention efforts to decrease the number of attempted and completed suicides in Monterey County. CONTRACTOR will provide training for providers (Workforce Development) (Program 1) and program development and facilitation for Monterey County Helping One another to Prevent and Eliminate Suicide (MC HOPES), Monterey County's suicide prevention initiative (Program 2). CONTRACTOR will work with Contract Monitor to ensure there are equitable processes in place, so that the MC HOPES Coalition is inclusive and representative of diverse community member needs.

II. PERIOD OF PERFORMANCE:

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

III. SCOPE OF WORK

A. PROGRAM 1: WORKFORCE DEVELOPMENT

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

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

1. Courses

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

a. Recording Rate

With written permission of CONTRACTOR, COUNTY may video and audio record CONTRACTOR courses. COUNTY will pay CONTRACT twice the course rate of the Virtual course fee for the ability to record. The COUNTY and CONTRACTOR will finalize the recording plan at least one day prior to the date of the training. COUNTY will only use recorded material within a controlled learning management system; COUNTY will not release recording in any way that allows participants to capture recording. COUNTY will use recording for an indefinite period. CONTRACTOR can request in writing that COUNTY terminate use of recording; COUNTY will accommodate request if content is no longer up-to-date or otherwise not appropriate to use for training.

b. Supporting Documentation

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

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

c. Types of Courses

i. Custom

- Full Day: Six (6) Training Hours. If CONTRACTOR delivers two half day trainings on the same day, these trainings will be considered a Full Day.
- Half Day: Three (3) Training Hours.
- 2 Hour: Two (2) Training Hours
- 1 Hour: 1 Training Hour

ii. Evidence-Based

- Applied Suicide Intervention Skills Training (ASIST) (Two Full Days)
- Suicide Alertness for Everyone (SAFEtalk) (Half Day)
- Mental Health First Aid (MHFA) (Full Day)
- Counseling on Access to Lethal Means (CALM) (2 Hours)
- Be Sensitive Be Brave (2 Hours)

d. Cancellation

COUNTY may cancel up to nine hours of coursework total within each fiscal year with no penalty. Starting with hour ten, CONTRACTOR will bill COUNTY 75% of fee for training activity when cancellation occurs by COUNTY staff with notice of 24 hours or less. If cancelled within 72 hours, CONTRACTOR will bill COUNTY 50% of fee for training activity.

CONTRACTOR will work with COUNTY staff to reschedule training activity to a date/dates agreeable to both COUNTY and CONTRACTOR.

2. **Coaching**

Coaching is defined as the presentation of knowledge and teaching of skills in direct response to participant learning needs. In contrast to coursework, coaching is less structured, and more responsive to the individualized needs of participants. In contrast to consultation, coaching is focused on the professional development of the participant(s). CONTRACTOR uses their expertise to identify and/or respond to areas of growth to provide learning and recommendations. Coaching may be on-site or via telephone/virtual. CONTRACTOR will not have access to client medical records. Coaching will not include protected health information. Coaching must be pre-approved in writing (including email) by COUNTY.

a. Recording Rate

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

b. Supporting Documentation

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

c. Types of Coaching

i. *Coaching without Content Review*

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

ii. *Coaching with Content Review*

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

iii. *90-Minute Coaching Group*

CONTRACTOR and, in some instances, a MCHD Co-Facilitator, will lead 90-minute group. CONTRACTOR will bill 1.5 training hours. Rate will include preparation and debriefing time.

3. **Consultation.**

Consultation is defined as a professional activity for or among colleagues. While the consultee may increase their knowledge and/or skills, the focus is on customer service or program or course development, and not on professional development. CONTRACTOR will not have access to client medical records. Consultation will not include protected health information. Consultation must be pre-approved in writing (including email) by COUNTY.

a. Recording Rate

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

b. Supporting Documentation

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

c. Types of Consultation

i. *Clinical*

CONTRACTOR will work with consultee to provide support regarding, for example, diagnosis, treatment plan, interventions. All verbal and written communication regarding the consultation will be HIPAA compliant.

ii. *Program Development*

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

iii. *Course Development*

With COUNTY pre-approval and guidance, CONTRACTOR will create curriculum specifically for the needs of MCHD that address predetermined learning objectives. Curriculum development does not include changes to a course or training that CONTRACTOR has already developed. Curriculum development may be charged for hours equal to or less than the number of training hours of the course under development. MCHD reserves the right to deliver any content during or after the termination of this contract, that CONTRACTOR developed and invoiced to MCHD. MCHD will attribute the curriculum to the CONTRACTOR. The CONTRACTOR is free to deliver the content to non MCHD audiences; however, the CONTRACTOR must include a statement that the content was developed at the direction of MCHD

B. PROGRAM 2: MC HOPES

1. Administration

Under the direction of the CONTRACT MANAGER, and any designee of the CONTRACT MANAGER, CONTRACTOR will support the MCHOPES Implementation Team in meeting MCHOPES goals and objectives as defined in MCHOPES Fiscal Year Plan. All community facing meetings and materials will be accessible in English and Spanish. CONTRACTOR will arrange for interpretation services for all Coalition Meetings and all MCHOPES events and will provide all written materials in English and Spanish, for, for example, emails, website content, outreach contents, surveys.

CONTRACTOR will charge a monthly administrative fee which will include, but is not limited to, the following activities:

a. Implementation Meetings

- i. CONTRACTOR will convene at least 9 Implementation Team meetings during each fiscal year.
- ii. CONTRACTOR will perform all administrative responsibilities associated with Implementation Team meetings, including:
 - Schedule, send calendar invites, and maintain contacts.
 - Develop and distribute agendas and content with input from COUNTY and Implementation Team members.
 - Provide facilitation to ensure smooth and effective meetings, strive for balanced participation, and promote an environment of collaboration and transparency.
 - Document, store, and share meeting minutes (transcribe).
 - Monitor attendance and participation of Implementation Team members and strategize with CONTRACT MANAGER, as needed, to improve Implementation team and/or attendance and/or productivity.
 - Gather and incorporate Implementation Team member input and involvement in MC HOPES Coalition communications, meetings, and activities.
 - CONTRACTOR will work with COUNTY, Implementation Team members and partners to continually review local suicide-related data to inform implementation of MC HOPES activities.
 - CONTRACTOR will work with the Implementation Team to identify and commit to a primary implementation focus for each fiscal year; a focus may carryover from one year to the next. The Implementation Team will finalize the primary focus at least two months prior to the start of the next fiscal year (e.g. by May 1). For example, the MCHOPES Implementation Team is currently planning to focus for FY 24-25 on infusing considerations of culture and social identity

throughout local suicide prevention activities, including implementation of the Roadmap for Suicide Prevention.

- CONTRACTOR will partner with COUNTY and Implementation Team to align activities with key community initiatives and build and/or sustain relationships with stakeholder groups and community partners.
- CONTRACTOR will develop and regularly update a MC HOPES Procedure Guide, documenting Coalition and Implementation Team activities for sustainability and transparency.

b. Communication with Coalition Members

- i. CONTRACTOR will model Safe and Effective Messaging principles when sharing public information regarding suicide and suicide prevention information and will share guidance and information for Coalition members in Safe and Effective Messaging.
- ii. CONTRACTOR will send coalition members an email at least ten times per year which highlights current events and resources, and which will include a link to the MCHOPES webpage.
- iii. To encourage coalition members to read MCHPOES communications, CONTRACTOR will work with COUNTY to develop, for each fiscal year, a consistent theme for Coalition communications, that, for example, highlights protective factors for suicide and strategies and/or resources to enhance these.
- iv. CONTRACTOR will coordinate welcome orientation with new members of the MC HOPES Coalition.

c. Communication with Community

- i. CONTRACTOR will publish local suicide-related data annually using community-friendly formats.
- ii. CONTRACTOR will publish and distribute suicide-related data in multiple formats and venues to raise awareness, including through Monterey County Behavioral Health website, through collaboration with Public Health Information Officer, through printed copies at community events.
- iii. CONTRACTOR will collaborate with COUNTY on the continuous development and implementation of communication, marketing, and outreach efforts on behalf of the coalition.
- iv. CONTRACTOR will receive, monitor, and, in collaboration with CONTRACT MANAGER, respond to community questions and input.

d. Continuous Quality Improvement

- i. CONTRACTOR will work with COUNTY to develop and distribute evaluation forms for all MCHOPES meetings, events and trainings and

- will analyze resulting data and make recommendations to improve MCHOPES programming.
- ii. CONTRACTOR will develop, distribute, and analyze input from Annual Coalition Member Survey and develop recommendations to improve MCHOPES programming.
- iii. CONTRACTOR will monitor and track fluctuations in coalition membership to inform engagement and recruitment activities.

2. Coalition Meetings

Under the direction of the CONTRACT MANAGER, and any designee of the CONTRACT MANAGER, CONTRACTOR will convene at least 5 MCHOPES Coalition Meetings each fiscal year to facilitate information sharing and engage Coalition Members in suicide prevention, intervention, and postvention activities. CONTRACTOR will charge an all-inclusive fee for Coalition Meetings; the fee will include, but is not limited to, the following activities:

a. During Coalition Meetings:

- i. CONTRACTOR will provide at least two facilitators for each Coalition Meeting. One facilitator will focus on the agenda and leading the content of the meeting. The second facilitator will serve as support, including supporting attendees with technology or personal needs during the meeting.
- ii. CONTRACTOR will interface with language interpreters to ensure smooth and equitable access to and participation in meeting.
- iii. CONTRACTOR will solicit and document feedback from meeting attendees to inform future Coalition Meetings and activities; this includes polling, feedback shared via chat, and feedback surveys.

b. Preparation for Coalition Meetings:

- i. CONTRACTOR will produce and distribute Coalition Meeting invitations; invitations will be updated and distributed no less than 6 weeks before Coalition Meeting.
- ii. CONTRACTOR will submit a draft agenda for each Coalition Meeting to COUNTY at least 4 weeks in advance of the meeting date.
- iii. CONTRACTOR will communicate with identified Interpretation Vendor, paid for by Monterey County Behavioral Health, to secure interpretation for Coalition Meetings and seek COUNTY approval for all planned interpretation.
- iv. CONTRACTOR will submit content for review to COUNTY no less than 2 weeks prior to Coalition Meeting and will incorporate feedback and guidance from County prior to translation and sharing of content.
- v. CONTRACTOR will arrange for and interface with guest presenters for Coalition Meetings.
- vi. CONTRACTOR will provide virtual platform for Coalition Meetings and provide technical assistance to support members in joining and utilizing various features of the virtual meeting platform.

c. After Coalition Meetings:

- i. CONTRACTOR will create summary report for COUNTY following each Coalition Meeting, outlining attendance, outcomes, next steps, and lessons learned.
- ii. CONTRACTOR will produce a summary and compile links and resources for each Coalition Meeting, to be added to website after each meeting.

3. Events

In collaboration with and approval from the CONTRACT MANAGER, CONTRACTOR will attend and/or develop community events to support MC HOPES goals and implementation focus. The budget for a one-day event will not exceed \$10,000.

a. Budget

CONTRACTOR will develop a budget for all events, with the of exception of Coalition Meetings and Implementation Team Meetings. CONTRACTOR will submit a budget to CONTRACT MANAGER and obtain approval at least two weeks prior to each event and before incurring any costs for the event. Elements of the budget will include, for example, employee hours involved in planning for and staffing the event, marketing materials, participant materials and giveaways (e.g. tabling, branded items), refreshments and hydration station(s), required permits and/or location and associated costs (e.g. safety related, sanitation, decoration, compliance, etc.), audio/visual equipment and services, rental of necessary equipment (e.g. tables and chairs), setup and cleanup costs, etc.

b. Invoice

Within 30 days after event, CONTRACTOR will submit a detailed invoice, with supporting expenditure documentation, totaling less than or equal to the pre-approved budget amount. On a case-by-case basis, CONTRACT MANAGER will consider payment more than the original budgeted amount, in alignment with documented and approvable expenses in excess of the original budgeted amount.

c. Report

For each event, CONTRACTOR will produce a report detailing the attendance and major outcomes (where applicable) of the event, with notes on successful elements and areas for improvement or modification in the future.

4. Training: Coalition and Community

CONTRACTOR will curate, provide, and organize suicide prevention learning opportunities for coalition members and/or community members as determined by Contract Manager and Implementation Team. CONTRACTOR will provide evidence-based and custom community trainings as follows:

a. Applied Suicide Intervention Skills Training (ASIST) Workshop

i. *Course includes*

- 2 ASIST-certified Master Trainers for 2 days of in-person training for up to 30 participants, including any travel.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.
- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, CEU information sheets, course logistics, etc.).
- All audio/visual equipment and multimedia services.
- Preparation and submittal of required course report and feedback forms to certifying organization.
- Preparation and printing of attendee certificates.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

ii. *Participant Kits:* Required Participant Kits for ASIST Workshop to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

b. Suicide Alertness For Everyone (SAFETALK)

i. *Course includes*

- Certified SAFETALK Trainer (minimum of 1), plus 1 ASIST-Trained staff member (per training requirements) for ½ day, in-person workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.
- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, CEU information sheets, course logistics, etc.).
- All audio/visual equipment and multimedia services.

- Preparation and submittal of required course report and feedback forms to certifying organization.
- Preparation and printing of attendee certificates.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.
- ii. *Participant Kits:* Required Participant Kits for safeTALK Workshop to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

c. Mental Health First Aid (MHFA)

i. *Course includes*

- Certified Mental Health First Aid Trainers for full day, in-person workshop of up to 30 participants.
- Outreach and recruitment of participants prior to workshop.
- Interface with Mental Health First Aid online registration portal to publish course, complete participant registration, enrollment, and pre-workshop administration.
- Support for participants during individual, pre-workshop required components (including technical assistance, verifying completion of self-paced pre-coursework, and individualized support).
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Standard workshop materials including printed posters for group activities, flip charts and pens, tissues, nametags, personal protective equipment, etc.
- Preparation and printing of attendee certificates.
- Preparation and submittal of required course report and feedback forms to certifying organization.
- Workshop preparation, including assignment of participants for practice sessions, compiling participant demographics, tailoring presentation, and developing and printing materials for attendees (including resource lists, course logistics, etc.).
- All audio/visual equipment and multimedia services.
- Light refreshments and beverages for participants.
- Arrangements for location and parking.

- ii. *Participation Kits.* Mental Health First Aid Participant Workbooks and Participant Processing Guides. Required Participant Workbooks and Participant Processing Guides to be purchased by CONTRACTOR and billed separately, at cost, per number of attendees.

d. Counseling on Access to Lethal Means (CALM)

i. *Course fee includes:*

- 2 ACTC Trainers for 2-hour, virtual workshop of up to 30 participants.
- Outreach, recruitment, and registration of participants prior to workshop.

- All audio/visual equipment and multimedia services.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Distribution of participant materials.
- Preparation and distribution of attendee certificates.

e. Be Sensitive, Be Brave for Suicide Prevention Training

i. *Course fee includes:*

- 2 Certified BSBB Trainers from ACTC for 2-hour, virtual workshop of up to 30 participants
- Outreach, recruitment, and registration of participants prior to workshop.
- All audio/visual equipment and multimedia services.
- Required setup, breakdown, course administration, and evaluation during and following workshop.
- Workshop preparation, including customization of content based on participant needs, assignment of participants for practice sessions, and developing customized materials for attendees.
- Virtual platform for training.
- Distribution of participant materials.
- Preparation and distribution of attendee certificates.

5. Custom Training. See Program 1. WORKFORCE DEVELOPMENT

IV. DESIGNATED CONTRACT MONITOR

Jill Walker, Ph.D.
Behavioral Health Services Manager II
County of Monterey Health Department, Behavioral Health Bureau
1270Natividad Road
Salinas, CA 93906
(831) 796-1271

V. PAYMENT PROVISIONS

- A. COUNTY shall pay an amount not to exceed **\$200,000** 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:

| PROGRAM 1: WORKFORCE DEVELOPMENT | | | |
|---|-----------------------|--------------------------|----------|
| | | Rate per Unit of Service | |
| Service | Hours/Unit of Service | On-Site | Virtual* |
| 1. Courses | | | |
| Custom | | | |
| Full Day Course | 6 Training Hours | \$2,950 | \$2,700 |
| Half Day Course | 3 Training Hours | \$1,625 | \$1,375 |
| 2 Hour Course | 2 Training Hours | N/A | \$900 |
| 1 Hour Course | 1 Training Hour | N/A | N/A |
| Evidence Based | See Program 2: MCHOPE | | |
| *When courses are recorded, rate will be doubled. | | | |
| 2. Coaching | | | |
| Coaching w/out Record Review | 1 Hour | N/A | \$190 |
| Coaching w/ Record Review | 1 Training Hour | N/A | \$285 |
| Coaching Group w/Preparation and Follow-up | 1.5 Training Hours | N/A | \$380 |
| 3. Consultation | | | |
| Clinical Consultation | 1 Hour | \$190 | \$190 |
| Program Development or Evaluation | 1 Hour | \$190 | \$190 |
| Curriculum Development | 1 Hour | N/A | \$190 |

| PROGRAM 2: MC HOPES | | |
|--|--|----------------------|
| Service | Unit of Service | Rate per Unit |
| B1. Administration | | |
| Monthly Administration | All Inclusive Monthly Rate | \$6,500 |
| B2. Coalition Meetings | | |
| MC HOPES Coalition Meeting | All Inclusive Rate for each Meeting | \$2,000 |
| B3. Events | | |
| Each approved Event | All Inclusive Rate for each Event, as determined by budget | \$10,000 maximum |
| B4. Trainings for Community and Coalition | | |
| a. ASIST | | |

| | | |
|---|--|---------|
| Course | All inclusive, onsite, 2-day, up to 30 participants | \$6,000 |
| Participant Kit | \$50 per kit, standard workshop of 30 | \$1,500 |
| b. SAFETALK Training | | |
| Course | All inclusive, onsite, ½ day, up to 30 participants | \$2,000 |
| Participant Kit | \$15 per kit, standard workshop of 30 | \$450 |
| c. Mental Health First Aid Training | | |
| Course | All inclusive, onsite, full day, up to 30 participants | \$4,000 |
| Participant Kit | \$25 per participant, standard workshop of 30 | \$750 |
| d. Counseling on Access to Lethal Means (CALM) | | |
| Course | All inclusive, 2-hour virtual, up to 30 participants | \$900 |
| e. Be Sensitive, Be Brave for Suicide Prevention | | |
| Course | All inclusive, 2-hour virtual, up to 30 participants | \$900 |
| B5. Custom Training | | |
| | See Program 1: WORKFORCE DEVELOPMENT | |

- B. These rates will cover all expenses related to the services including preparation and supplies/materials. These rates are all-inclusive.
- C. There shall be no travel reimbursement allowed during this Agreement.
- D. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the COUNTY. Specifically, CONTRACTOR shall submit its invoice on Exhibit B – Invoice Form to COUNTY to reach the Behavioral no later than the 30th day of the month following the month of service.
- E. CONTRACTOR shall submit via email a claim using Exhibit B – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services. Invoices will be separated by Bureau and rendered to:

Behavioral Health
MCHDBHFinance@countyofmonterey.gov

IV. CONTRACTORS BILLING PROCEDURES

- A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- B. COUNTY shall review and certify CONTRACTOR'S Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor- Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.
- C. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

VII. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed **\$200,000** for services rendered under this Agreement for the period of **Upon execution to June 30, 2026.**
- B. Maximum Liability Amount:

| Term | Amount |
|----------------------------------|--------------|
| Program 1: WORKFORCE DEVELOPMENT | \$75,000.00 |
| Program 2: MC HOPES | \$125,000.00 |
| Maximum County Obligation | \$200,000.00 |

EXHIBIT B: INVOICE

| | | | | | |
|--|--|------------------------|---|--|-------------|
| Contractor: | Applied Crisis Training and Consulting, Inc. | Invoice Number: | | | |
| Address Line 1: | | County PO No.: | | | |
| Address Line 2: | | Invoice Period: | | | |
| Tel. No.: | | | | | |
| Contract Term: | Upon Execution - June 30, 2026 | Final Invoice : | (Check if Yes) | | |
| lth Dept. Bureau | | | BH Control Number | | |
| Date of Service | Service Description | Rate | Number of services for this Period | Dollar Amount Requested for this Period | |
| | | | | \$ - | |
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| TOTALS: | | | | \$ - | |
| 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: _____ Date: _____ | | | | | |
| Title: _____ Telephone: _____ | | | | | |
| Email to: | MCHDBHFinance@co.monterey.ca.us | | Behavioral Health Authorization for Payment | | |
| | | | | | |
| | | | Authorized Signatory | | Date |

Applied Crisis Training and Consulting, Inc.
County Standard Agreement
Upon Execution – June 30, 2026