

**AMENDMENT NO. 1
TO STANDARD AGREEMENT A-15500
BETWEEN COUNTY OF MONTEREY AND
Kenneth V. Hardy, Ph.D.**

This Amendment No. 1 to the County of Monterey Standard Agreement A-15500 is entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and Kenneth V. Hardy, Ph.D. (hereinafter referred to as “CONTRACTOR”).

WHEREAS, on September 2, 2021, the COUNTY entered into a STANDARD AGREEMENT with CONTRACTOR in the amount of \$159,700 for the term of August 1, 2021 to June 30, 2024 to provide training and consultation services;

WHEREAS the COUNTY and CONTRACTOR wish to extend the term of Agreement A-15500 to June 30, 2026, and revise EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS to reflect an increase of \$100,000 to the budget as agreed to by both parties for a revised total AGREEMENT in the amount of \$259,700.

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

1. **Paragraph 2, “Payment Provisions”, shall be amended by removing** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$159,700” **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$259,700.”
2. **Paragraph 3, “Term of Agreement” 3.01, shall be amended by removing** “The term of this Agreement is from August 1, 2021 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. **And replacing it with** “The term of this Agreement is from August 1, 2021 to June 30, 2026, unless sooner terminated pursuant to the term.”
3. EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
4. Except as provided herein, all remaining terms, conditions, and provision of the AGREEMENT are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this Amendment No. 1 shall be attached to the original AGREEMENT executed by the COUNTY on September 2, 2021.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to Agreement A-15500 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head

Date: _____

Approved as to Form 1
By: DocuSigned by:
Shane Eken Strong
Office of the County Counsel
Date: 4/4/2024 | 9:47 AM PDT

Approved as to Fiscal Provisions²
By: DocuSigned by:
Jennifer Forsyth
Auditor-Controller - Designee
Date: 4/4/2024 | 10:37 AM PDT

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

By: Kenneth V. Hardy, Ph.D.
Contractor's Business Name*
Kenneth V. Hardy
(Signature of Chair, President, or
Vice-President)*
Clinical & Organizational Consultant
Name and Title
Date: 3/26/24

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

Name and Title
Date: _____

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

*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.

EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS

I. PURPOSE: The purpose of the contract is to provide a framework for the Monterey County Behavioral Health Bureau (MCBHB) to assess where the organization is along a continuum of racial and cultural awareness and sensitivity, and for Kenneth V. Hardy to provide consultation and training to assist the MCBHB in moving to a level of racial and cultural responsibility. This framework will be based on comprehensive qualitative data and feedback from stakeholders gathered during an agency-wide assessment of the organizational landscape, inclusive of climate and culture, to determine how these factors influence and are influenced by principles of diversity, equity, and inclusion. A specific focus of the work will be to collect feedback from all members of the Monterey County Behavioral Health community to ascertain how its goals of effectively incorporating issues of diversity, inclusion, and social justice in its standards of practice within the organization as well as with clients are being operationalized. Dr. Kenneth V. Hardy is the Principal Consultant and will provide the direct services related to the organizational assessment, consultation and training described in the scope of work.

II. PERIOD OF PERFORMANCE: Subject to other AGREEMENT provisions, the period of performance under this AGREEMENT shall be from **August 1, 2021 to June 30, 2026**.

III. SCOPE OF WORK

PROGRAM GOALS AND OBJECTIVES: The CONTRACTOR shall provide organizational assessment, including report, consultation and training services, and otherwise do all things necessary for, or incidental to, the performance of work, that shall include the following, as set forth below:

A. Organizational Assessment

The entire staff, including administrators, will be invited to participate in one or more online focus groups that will be held during a pre-determined time. The staff will be divided into smaller groups that will generally consist of approximately ten to fifteen participants. There will be some instances when the group size may vary in either direction depending on circumstances. Each participant will attend an online meeting for approximately one hour and fifteen minutes. This meeting will be facilitated by the Principal Consultant.

Separate *Affinity* groups will be reserved for staff members who have membership in underrepresented groups and would like the option and emotional safety to participate in a group with those with whom they share a similar identity-based experience. The time slot for this group will be published in advance and the members will self-select. Participation in the *Affinity Focus Group* should not exempt staff from participating in one of the two all-staff focus groups.

Pending Monterey County Behavioral Health's approval, there will be five groups scheduled per day, preferably for three consecutive days, until all members of the community have participated. The *Affinity Focus Group* would ideally be scheduled on the third day. Verbatim feedback from all participants will be documented, with their confidentiality and the anonymity of their identities rigidly protected.

Sample Proposed Affinity Focus Groups.*

- Staff of Color

- Female Staff
- Gender Fluid and Queer Staff
- Clinicians
- Administrative Staff
- Staff with Disabilities
- Custodial and Maintenance Staff

*The actual affinity groups will be determined in consultation with the Monterey County Behavioral Health Leadership.

Each group will be asked to use a Diversity, Equity, and Inclusion lens to respond to the same general questions that will focus on their attitudes, interactions, experiences, and behaviors pursuant to the following areas: **a)** morale, **b)** organizational culture and climate, **c)** racial and cultural sensitivity, **d)** collegial relationships, **e)** management of cross-cultural/racial conflicts, **f)** success with the integration of principles of diversity, equity, and inclusion in the daily work with clients, **g)** organizational capacity to address and manage microaggressions and acts of implicit bias, **h)** strengths/weaknesses of the organization relative to its management of issues related to diversity, equity, and inclusion, and **i)** recommendations.

Proposed Structure:

The group sessions will be conducted remotely and scheduled on five days, or as recommended by the Monterey County Behavioral Health Leadership in consultation with the Principal Consultant.

Deliverables

- i. Report. The Organizational Assessment will culminate with the preparation of a comprehensive report that will be delivered within one month following the consultation visit. The report will provide a verbatim report of the findings along with specific recommendations for follow-up and implementation. The report will be comprised of the following sections:
 - Section I:** Introduction, Summary, and Overview of the Consultation
 - Section II:** Verbatim Summary of Staff's comments and Recommendations
 - Section III:** Summary of the Principal Consultant's Observations
 - Section IV:** Summary of the Principal Consultant's Recommendations
- ii. Presentation. The Principal Consultant will make a formal presentation to the organization summarizing the findings, observations, and recommendations. Prior to the official presentation of the report, the Principal Consultant will meet with the Executive Leadership (if desired and deemed appropriate) to address any process questions, unresolved issues, and to provide an overview of the report.

B. Consultation.

Following the presentation of the report and a review of the recommendations outlined in the Organizational Assessment Report, the Principal Consultant, in concert with the Monterey County Behavioral Health Leadership, will devise a timetable for addressing and/or implementing appropriate organizational challenges. The Principal Consultant will provide consultation and coaching. The focus of this work will be devoted to providing hands on assistance with the implementation of the recommendations, troubleshooting, and other allied services that might be necessary for the achievement of desired organizational changes.

C. Training.

Contractor will provide training to support staff development and organizational changes identified through the Organizational Assessment. These topics may include but are not limited to:

- i. Tips and Tactics for Talking about Race: A Toolkit for Leadership
- ii. The Enduring, Invisible, and Ubiquitous Centrality of Whiteness
- iii. Understanding and Addressing Racial Trauma
- iv. Color Blind, Color Bind: The Dilemmas of Racial Invisibility in the Workplace
- v. On Becoming and Being a Cross-Racial Ally
- vi. Breathing Room: Creating a Space to Metabolize Racial Trauma

IV. DESIGNATED CONTRACT MONITOR:

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

V. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **\$259,700** 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:

- B.** These rates will cover all expenses related to the services including preparation and supplies/materials.
- 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 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.

- 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 rendered to:

MCHDBHFinance@co.monterey.ca.us

VI. CONTRACTORS BILLING PROCEDURES

- A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- B. COUNTY shall review and certify CONTRACTOR’S 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 \$ 259,700 for services rendered under this Agreement.
- B. Maximum Liability Amount: \$259,700

TERM – August 1, 2021 to June 30, 2026	ALL-INCLUSIVE RATE OF SERVICE	
	On-Site	Virtual
DESCRIPTION OF SERVICES		
Organizational Assessment	\$80,000	
Consultation per 60-minute hour	\$750	
Training Full Day Rate (6 CE hours)	\$8,000	
Half-Day Rate (3-4 CE hours)	\$4,000	
Total Maximum Amount Not to Exceed	\$259,700	