

H.O.P.E.: Healthy Outcomes for Personal Enrichment Counseling Center

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #8197

THIS SECOND AMENDMENT to that Agreement for Services #8197 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and H.O.P.E.: Healthy Outcomes for Personal Enrichment Counseling Center, a nonprofit corporation duly qualified to conduct business in the State of California, whose principal place of business is 2540 Douglas Boulevard Suite 200, Roseville, California 95661, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to assist its District Attorney's Office with providing psychotherapy clinician mental health services to child abuse victims and their families on an as-needed basis pursuant to Agreement for Services #8197, dated December 12, 2023, and First Amendment to Agreement for Services #8197, dated January 10, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the service period for one (1) additional year, to December 31, 2025, adding Exhibit A- 1, Operational Agreement;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of December 31, 2024, for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$160,440 for a new total not-to-exceed amount of \$320,880, amending **ARTICLE III, Compensation for Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #8197 on the following terms and conditions:

- I. Amended Exhibit A is amended to include Exhibit A-1, marked "Operational Agreement," attached hereto and incorporated herein by reference. All references to Amended Exhibit A throughout the Agreement shall read Amended Exhibit A, and Exhibit A-1.
- II. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of January 1, 2024, through December 31, 2025.

III. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rate for mental health services, also referred to as "clinical" services, shall not exceed \$100 per hour. The billing rate for other mental health associated services, including but not limited to, monthly collaborative meetings and MDI reviews, also referred to as "non-clinical" services, shall not exceed \$75 per hour.

Billing for total clinical and non-clinical services for the period of January 1, 2024 through December 31, 2024 shall not exceed \$156,000.

Billing for total clinical and non-clinical services for the period of January 1, 2025 through December 31, 2025 shall not exceed \$156,000.

County will also reimburse up to \$3,000 for grant program related training costs for the period of January 1, 2024 through December 31, 2024, and will reimburse up to \$3,000 for grant program related training costs for the period of January 1, 2025 through December 31, 2025, including but not limited to, registration fees, hotel cost, airfare, parking, mileage, and meal reimbursement. Notwithstanding any other provision of this Agreement to the contrary, payments to Contractor for travel, lodging, per diem, and mileage expenses, if applicable, for Contractor's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time of the expenses are incurred, without markup. There shall be no markups allowed on mileage expenses for Contractor. Contractor is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Contractor shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons has determined that the reasons are valid.

County will reimburse up to \$60 per phone and per month for the cell phone stipend and data allowance for up to two clinicians. The cell phone stipend and data allowance is to ensure the swift facilitation of victim support while in the field. Requests for reimbursement shall be made monthly and shall be itemized on the monthly invoice. No back-up shall be required for the reimbursement of the cell phone stipend or data allowance.

The total amount of this Agreement, as amended, shall not exceed \$320,880, inclusive of all costs and expenses.

Funding is contingent upon grant award.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667

Attn.: Lisette Suder
Assistant District Attorney

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #8197 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #8197 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

**-- H. O. P. E.: HEALTHY OUTCOMES FOR PERSONAL
ENRICHMENT COUNSELING CENTER --**

By: *Darlene Davis* Dated: 08/21/2024
Darlene Davis (Aug 21, 2024 15:56 PDT)
Darlene Davis
Chief Executive Officer
"Consultant"

By: *Traci Bianchi-Templin* Dated: 08/21/2024
Traci Bianchi-Templin (Aug 21, 2024 19:28 PDT)
Traci Bianchi-Templin
Chief Financial Officer

H.O.P.E. Healthy Outcomes for Personal Enrichment Counseling Center

Exhibit A-1

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the El Dorado County District Attorney (hereinafter referred to as "EDCDA") and H.O.P.E. Healthy Outcomes for Personal Enrichment Counseling Center (hereinafter referred to as "Contractor") intend to work together towards the mutual goal of providing maximum available assistance for child abuse victims, child witnesses of abuse, and their non-offending family members. Each party agrees to participate in this collaboration by coordinating/providing the following services for the period of January 1, 2025, through December 31, 2025.

EDCDA will closely coordinate the following services with Contractor:

- EDCDA staff will be readily available to Contractor through in-person and telephone contact with the Child Advocacy Center (CAC) Coordinator-Interviewer, the Assistant District Attorney overseeing the EDCDA Victim Witness Program, and EDCDA Victim Witness (EDCDA VW) Program Manager and Specialists.
- The CAC Coordinator will schedule CAC interviews for victims of suspected child abuse cases and for child witnesses of abuse and/or violence. In the course of said coordination, the CAC Coordinator shall advise Contractor of the date and time of the interview, as well as provide a brief case background, so an appropriate psychotherapy clinician can be assigned to the case and observe the interview, whenever clients desire mental health services.
- EDCDA VW Program staff will provide referrals to the Contractor for families experiencing child abuse and/or neglect with victim information and Multi-Disciplinary Interview (MDI) status, if applicable. VW Program staff will continue to maintain contact with families and follow-up on the ongoing needs of the family and therapy progress.

Contractor will closely coordinate the following services within the scope of this agreement:

- Accept referrals from EDCDA and/or the CAC program for trauma-informed mental health services for child victims of abuse or neglect, as well as their family members and non-offending caregivers

- Provide mental health services to clients referred by EDCDA and/or the CAC regardless of ability to pay.
- Mental health services for clients referred to Contractor, may be completed via telehealth or in-person at the Fausel House CAC.
- Communicate with EDCDA VW program staff and CAC staff regarding mental health progress, services provided, and any other needs specified by children and/or their families.

Specifically:

EDCDA, including its association with the CAC, agrees to the following:

1. To enforce the laws regarding child abuse cases in order to protect the victim(s) and to prevent future criminal acts through vigorous early intervention for both children and their family members.
2. To work directly with Contractor.
3. To initiate needs assessments related to intake and referrals for victims of child abuse, children who are witnesses to abuse, and non-offending family members.
4. To notify Contractor of and refer children who are victims of child abuse or neglect, or witness to violence, and their family members in need of mental health services who come to the attention of EDCDA VW Unit, and/or the Fausel House CAC via email to the Contractor.
5. To engage in collaborative trainings with Contractor.
6. To notify Contractor of Multidisciplinary Team (MDT) meetings, case reviews, CAC Steering Committee meetings, and to invite them to participate in the same.
7. To provide access to the Fausel House CAC building at 772 Pacific Street, Placerville, California 95667, via key fobs to participating psychotherapy providers. This shall be limited to the first floor waiting area, restroom, and therapy rooms, and a desk on the second floor for office administration related activities. This shall not include any access to the third floor.
8. To provide background checks and access to Livescan services associated for participating psychotherapy providers through Contractor.
9. To provide a desktop or similar computer at the desk on the second floor of the CAC which allows psychotherapy providers to enter notes and information regarding clients seen at the CAC.
10. To provide cellular phones to psychotherapy providers (limited to two [2] per grant budget requirements).
11. To create and distribute safety guidelines to Contractor, including but not limited to: alarm information for the building, cleaning protocols, and Personal Protective Equipment (PPE) guidelines.

12. To provide the technology to allow Contractor to turn off all recording equipment in the interview room of the Fausel House CAC to ensure confidentiality during therapy appointments.
13. To provide supplies as needed for therapy services at the Fausel House CAC.
14. To communicate directly with California Office of Emergency Services (CalOES) regarding all grant related reporting and any issues which may arise. This includes periodically assessing/reassessing the success of grant programs and deliverables as required by CalOES and EDCDA administration.
15. To manage a shared calendar/schedule regarding the use of the Fausel House CAC building, ie: when forensic interviews, meetings, and therapy appointments with Contractor are taking place. In the event Contractor's activities occur during regular business hours, EDCDA employees agree to not access the first floor to ensure privacy and confidentiality for Contractor's clients. In the event a forensic interview or case interview is urgent and needs to take priority over prior scheduled Contractor appointments, EDCDA agrees to communicate as soon as possible to Contractor and psychotherapy providers regarding the urgent need to reschedule a therapy appointment.

Contractor agrees to:

1. Contact EDCDA VW Program Manager for programmatic and grant compliance.
2. Provide Psychotherapy Clinicians to work specifically with child abuse victims and their families (secondary victims) by providing trauma informed mental health services.
3. Ensure all psychotherapy clinicians associated with this Agreement and working with referred clients from the EDCDA and/or CAC meet the level of "Associate" or higher in their level of training and expertise. Contractor agrees to not use "Trainees" for the purpose of this program and contract.
4. Contact victims and/or their families within twenty-four (24) hours of receiving a referral.
5. Begin therapy services based on needs/risk assessment, but not to exceed five (5) business days from the date of contact with the victim and/or the family.
6. Provide flexible therapy hours, including telehealth, late afternoons, evenings, and weekends, in order to ensure children and families have the most convenient access to therapy unhindered by work and school hours

7. Enter all appointments scheduled at the Fausel House CAC into the shared calendar to give notice to EDCDA employees and partners of the use of the building as soon as possible after the appointments are scheduled.
8. Provide family therapy options allowing therapists to conduct separate sessions for both children and their caregivers using the different areas available at the Fausel House CAC building, specifically the interview room and main lobby.
9. Provide specific promotional materials, business cards, and referral information to EDCDA for distribution to families during the referral process and/or initial contacts with the Fausel House CAC, as needed.
10. Prevent any access to the second or third floor of the Fausel House CAC building to any clients or family members.
11. Prevent access to the third-floor investigations area of the Fausel House CAC building.
12. Respect and adhere to the safety guidelines created and distributed by EDCDA, including but not limited to alarm information for the building, cleaning protocols, and PPE guidelines.
13. Engage in training with EDCDA, as appropriate.
14. Attend monthly case review meetings with the Fausel House CAC multidisciplinary team, as well as CAC Steering Committee meetings when appropriate.
15. Prepare a consent/release of information form for families referred by EDCDA and/or the Fausel House CAC to ensure information can be shared when agreed to with the multidisciplinary team during monthly case reviews.
16. Share appropriate information regarding child abuse victims and their families with EDCDA, when prior written authorization has been obtained from the victim and/or family.
17. Collect and submit to EDCDA VW Program Manager the quarterly statistical data and aid in the preparation of the bi-annual narrative reports as required by CalOES and the Office of Victim Performance Platform (OVCPMT) and/or any other internal reporting. Contractor must provide the following data as part of the report preparation activities: intake, mental health needs assessment for child victims and/or their families, psychotherapy, and or cultural-centered therapy including bilingual Spanish sessions, crisis intervention, group counseling, treatment plans, meetings with parents and caregivers, training, and outreach.
18. Collect and submit statistical data on a quarterly basis as to clients seen and specific services provided to CAC clients referred to Contractor, to the CAC Coordinator for internal CAC statistical and case tracking.
19. Respect confidentiality when conducting therapy sessions.

20. Respect confidentiality of sensitive information obtained by EDCDA and other multidisciplinary team case reviews as outlined in the Fausel House CAC Interagency Protocol.
21. Reschedule preexisting therapy appointments as necessary when urgent forensic interview, law enforcement, or prosecution needs take precedence to building access.
22. Adhere to all mental health provider requirements as outlined in the Fausel House CAC Interagency Protocol and its associated Memorandum of Understanding (MOU) and in accordance with National Children's Alliance (NCA) mental health standards.

The primary contacts for the Operational Agreement are as follows:

County of El Dorado
District Attorney's Office
778 Pacific Street
Placerville, California 95667

Attn.: Vernon R. Pierson
District Attorney

H.O.P.E. Healthy Outcomes for Personal Enrichment Counseling Center
2540 Douglas Boulevard, Suite 200
Roseville, California 95661

EDCDA and Contractor may enter into a contractual agreement identifying the total amount of grant funds to be transferred, the process for transferring the grant funds, detailing what the grant funds may be used for, and providing specific information concerning all non-fiscal resources shared between the agencies.

We, the undersigned, as authorized representatives of EDCDA and Contractor, do hereby approve this document.

VRP
VRP (Aug 22, 2024 08:46 PDT)
Vernon R. Pierson
District Attorney
"EDCDA"

08/22/2024
Date

Darlene Davis
Darlene Davis (Aug 21, 2024 15:56 PDT)
Darlene Davis
Chief Executive Officer
"Contractor"

08/21/2024
Date

Traci Bianchi-Templin
Traci Bianchi-Templin (Aug 21, 2024 19:28 PDT)
Traci Bianchi-Templin
Chief Financial Officer

08/21/2024
Date