

AGREEMENT FOR SERVICES #43 (018-S1711)
AMENDMENT I

This Amendment I to Agreement for Services #43 (018-S1711) is 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 Tahoe Youth and Family Services, a California non-profit public benefit corporation, whose principal place of business is 1021 Fremont Street, South Lake Tahoe, CA 96150, (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, Contractor has been engaged by County to provide the Primary Intervention Project (PIP) for elementary school children through the County’s Mental Health Services Act (MHSA) Plan, in accordance with Agreement for Services #43 (018-S1711), dated May 17, 2016, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend Article I, “Scope of Services,” Article II, “Term,” and Article III, “Compensation for Services.”

NOW THEREFORE, the parties do hereby agree that Agreement for Services #43 (018-S1711), shall be amended a first time as follows:

1) ARTICLE I is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: El Dorado County’s MHSA Plan addresses specific goals for priority populations. The services provided under MHSA are consumer and family driven, recovery-oriented, accessible, culturally competent, and they offer integrated service experiences for consumers and their families.

Prevention and Early Intervention (PEI) services are designed to be of short-term duration, usually six-months or less, and are intended to prevent serious mental illness/emotional disturbance by promoting mental health, reducing mental health risk factors, and by intervening to address mental health problems in the early stages of the illness. Some individuals may require services for a longer period of time. Individuals in need of indefinite services for services in excess of one (1) year, adults with a severe mental illness as defined by Welfare and Institutions Code Section 5600.3(b), and children with severe emotional disturbance as defined by Welfare and Institutions Code Section 5600.3(a) must be referred by Contractor to the County of El Dorado Health and Human Services Agency, Behavioral Health Division (HHS/ BHD) for assessment.

The PIP is an evidence-based practice that offers short-term, individual, non-directive play with a trained school aide for kindergarten through third-grade students who are at risk of developing emotional problems. The screening team determines those children who are at risk of developing emotional problems based on indications of difficulties experienced with adjustments in school. Students are selected for program participation through a selection process that includes completion of standardized assessments and input from the school-based mental health professionals and teachers. Parental consent is required for student participation. Parents/guardians and teaching staff are encouraged to be involved in the program to build alliances to promote students' mental health and social and emotional development.

The short-term goals of the program are to provide services in a school-based setting to enhance access to mental health services, build protective factors by facilitating successful school adjustment, and target violence prevention as a function of skills training. The long-term goals of the program are to decrease school adjustment difficulties at an early age and build protective factors to foster youth resilience and mental health. Contractor will comply with the PEI regulations, effective July 1, 2018, or as may be replaced or amended hereafter. Said regulations are available at www.edcgov.us¹, Health and Human Services, Contractor Resources, incorporated by reference as if incorporated herein.

- A. **Services:** Contractor agrees to furnish services in support of the HHSA/BHD PIP, funded through the Prevention Program of the Fiscal Year (FY) 2017-18 MHSA Three-Year Program and Expenditure Plan and the subsequent MHSA Annual Updates for FY 2018-19 and FY 2019-20. Contractor will provide services in accordance with the PIP model.
- 1) Serve students in kindergarten through third grade in public school districts experiencing mild to moderate school adjustment difficulties. Supervised and trained child aides provide weekly non-directive play sessions with the selected students.
 - 2) Ensure that students are selected for program participation through a selection process that includes completion of standardized assessments and input from the school-based mental health professionals and teachers.
 - 3) Encourage the involvement of parents/guardians and teaching staff to build alliances to promote student's mental health and social and emotional development. Parental consent is required for student participation.
 - 4) Have a core team consisting of school-based, credentialed mental health professionals, local mental health professionals (from a cooperating mental health entity) and child aides.
 - 5) Ensure that credentialed school-based mental health professionals provide ongoing supervision/training of child aides.
 - 6) Provide ongoing monitoring and evaluation of program services.
- B. **Personnel, Supplies and Equipment:** Contractor shall provide PIP Aides trained in the PIP model for the screening and non-directive play sessions. Contractor shall ensure that credentialed school-based mental health professionals provide ongoing supervision of PIP Aides. Contractor shall furnish all supplies and equipment required to provide PIP services.

¹ <http://www.edcgov.us/HHSAForContractors/>

Within fifteen (15) days of the execution of this Agreement, Contractor will provide HHSA/BHD with verification that those employees performing services under this Agreement have met the above requirements, are qualified to perform the duties and functions required to fulfill the contract obligations, and have verified staff are not on State and/or Federal exclusion lists. Contractor shall keep records of all employee licenses/credentials for a minimum of five (5) years.

Contractor shall maintain, at Contractor's sole cost, access to bilingual interpreters, if needed, to provide PIP services.

- C. Additional Terms and Conditions: Contractor shall comply with the terms and conditions in Exhibit A, "Terms and Conditions" as applicable, attached hereto and incorporated by reference herein.
- D. Service Locations / School Sites: Contractor shall provide school-based PIP services to students in kindergarten through third grade that are experiencing mild to moderate school adjustment difficulties. PIP services may be offered by the Contractor at the following school sites and for students in kindergarten through third grade:
- 1) Bijou Elementary School
 - 2) Sierra House Elementary School
 - 3) Tahoe Valley Elementary School
 - 4) The Environmental Magnet Elementary School

Contractor shall arrange for appropriate sized playrooms at each school site as determined by the Contractor in collaboration with the school site and/or school district.

- E. School Site Approval and Acknowledgement: Contractor shall provide HHSA/BHD within fifteen (15) days of the execution of this Agreement written approval from the appropriate education official for each participating school site for the Contractor to provide PIP services on the school campus and acknowledgement that the school will provide an appropriate location for the PIP services to be performed, children will be participating in the PIP program during school hours, and teachers and/or other school staff will participate on the PIP screening team.
- F. Student Screening: Contractor shall provide a screening team comprised of, at a minimum, Contractor's staff, teachers, and school-based mental health professionals that will identify children with mild aggression, withdrawal, or learning difficulties, or who are "at risk" of developing emotional problems as indicated by their school adjustment difficulties, who may be considered appropriate for PIP intervention.
- G. PIP Service Delivery: Contractor shall deliver PIP services in twelve (12) to fifteen (15) week sessions. Each twelve (12) to fifteen (15) week session shall be considered a "PIP Semester." Contractor shall provide two (2) PIP Semesters per school year during the term of this Agreement. PIP Aides will provide program services in the form of one-on-one, non-directive play for approximately forty-five to sixty (45-60) minutes per week, inclusive of time necessary for completing case notes.

Each PIP participant may receive one (1) PIP Semester of PIP services, after which time they are no longer eligible for PIP services. During the semester and/or at the completion of PIP services for each participant, further referrals for services shall be provided to the participant's parents/guardians to assist the child and family in accessing mental health services, if needed.

Contractor shall provide ongoing monitoring and evaluation of the program services. PIP services, materials, and supplies shall be provided at no charge to participants.

- H. Meetings: Contractor will participate in community strengthening coalition meetings (comprised of County agencies and providers, such as hospitals and health care providers, Health and Human Services Agency, including Behavioral Health, Public Health, and Women, Infants and Children (WIC) program, other community-based providers of mental health services, and education) normally held monthly, quarterly cultural competency meetings scheduled by HHSA/BHD, and periodic service collaboration meetings as requested by the County. These meetings are for the purposes of collaboration, service integration, quality improvement, and to review the Contractor's activities under this Agreement. HHSA/BHD or Contractor may request additional meetings.
- I. PIP Assessment Tool / Satisfaction Surveys: The Contractor, in partnership with the school sites, will administer the Walker-McConnell Scale (WMS) assessment tool at the time each student is selected to enter PIP and again when the student exits PIP. Contractor bears sole responsibility for obtaining the authorization for use of the WMS tool and evaluation of the WMS data. In addition to the PIP client outcome measurement tool (WMS), Contractor will implement client satisfaction surveys and analyze and report outcomes.
- J. Reporting: Contractor shall collect and provide data as required, including the information identified in the PEI regulations to the extent it is available, and in a format approved by HHSA/BHD to document the services provided and demonstrate the outcomes of PIP. Contractor must maintain the ability to, and utilize, transmission of data electronically and securely via high-speed internet. Further, County will notify Contractor in writing of any additional reporting requirement of reporting component changes and County reserves the right to modify any reporting requirements or components during the term of the Agreement. Contractor will provide the requested reports within thirty (30) days of notification of any additional reporting.

Reports must include, but are not limited to, the following:

- 1) Monthly: Within thirty (30) days after the end of each month, Contractor shall submit to HHSA/BHD documentation of services performed with the monthly invoice.
- 2) Upon Completion of PIP Semester: Within thirty (30) days after the end of each PIP semester, Contractor shall submit to HHSA/BHD quarterly unduplicated totals of the number of clients served, client demographics, services performed, and service locations. Outcomes for the PIP semester are to be reported.

- 3) Fiscal Year Reports: Within thirty (30) days of the end of each fiscal year, defined as ending June 30 of each calendar year, during the term of this Agreement, and within thirty (30) days of the termination of this Agreement, Contractor shall submit to HHS/BHD unduplicated totals of the number of clients served, client demographics, services performed, and service locations for the report period. Outcomes for the fiscal year are to be reported. This report shall include, at a minimum, the information identified in Exhibit B marked “MHSA Year-End Progress Report,” incorporated herein and made by reference a part hereof along with the evaluation report of the data collected from the WMS assessment tool, including pre- and post-test scores.
- 4) Demographics: Client demographic data is necessary for outcome measurement documentation and reporting to the State, and includes at a minimum:
 - a) Client name or unique identifier
 - b) The following age groups:
 - i. 0-15 (children/youth)
 - ii. 16-25 (transition age youth)
 - iii. 26-59 (adults)
 - iv. ages 60+ (older adults)
 - v. Number of respondents who declined to answer the question
 - c) Race by the following categories:
 - i. American Indian or Alaska Native
 - ii. Asian
 - iii. Black or African American
 - iv. Native Hawaiian or other Pacific Islander
 - v. White
 - vi. Other
 - vii. More than one race
 - viii. Number of respondents who declined to answer the question
 - d) Ethnicity by the following categories:
 - i. Hispanic or Latino as follows:
 - 1) Caribbean
 - 2) Central American
 - 3) Mexican/Mexican-American/Chicano
 - 4) Puerto Rican
 - 5) South American
 - 6) Other
 - 7) Number of respondents who declined to answer the question
 - ii. Non-Hispanic or Non-Latino as follows:
 - 1) African
 - 2) Asian Indian/South Asian
 - 3) Cambodian
 - 4) Chinese
 - 5) Eastern European
 - 6) European
 - 7) Filipino
 - 8) Japanese

- 9) Korean
- 10) Middle Eastern
- 11) Vietnamese
- 12) Other
- 13) Number of respondents who declined to answer the question
- iii. More than one ethnicity
- iv. Number of respondents who declined to answer the question
- e) Primary language used listed by threshold languages for the individual county
- f) Sexual orientation (Sexual orientation is not required to be collected from a minor younger than twelve (12) years of age)
 - i. Gay or lesbian
 - ii. Heterosexual or Straight
 - iii. Bisexual
 - iv. Questioning or unsure of sexual orientation
 - v. Queer
 - vi. Another sexual orientation
 - vii. Number of respondents who declined to answer the question
- g) Disability, defined as a physical or mental health impairment or medical condition lasting at least six (6) months that substantially limits a major life activity, which is not the result of a severe mental illness
 - i. Yes, report the number that apply in each domain of disability(ies)
 - 1) Communication domain separately by each of the following
 - a) Difficulty seeing
 - b) Difficulty hearing, or having speech understood
 - c) Other (specify)
 - 2) Mental domain not including a mental illness (including but not limited to a learning disability, developmental disability, dementia)
 - 3) Physical/mobility domain
 - 4) Chronic health condition (including, but not limited to, chronic pain)
 - ii. No
 - iii. Number of respondents who declined to answer the question
- h) Veteran status (Veteran status is not required to be collected from a minor younger than twelve (12) years of age)
 - i. Yes
 - ii. No
 - iii. Number of respondents who declined to answer the question
- i) Gender
 - i. Assigned at birth
 - 1) Male
 - 2) Female
 - 3) Number of respondents who declined to answer the question

- ii. Current gender identity (Current gender status is not required to be collected from a minor younger than twelve (12) years of age)
 - 1) Male
 - 2) Female
 - 3) Transgender
 - 4) Genderqueer
 - 5) Questioning or unsure of gender identity
 - 6) Another gender identity
 - 7) Number of respondents who declined to answer the question
- j) City of residence
- k) Family economic status (extremely low income, very low income, low income, moderate income, high income);
- l) Child(ren) and parent/guardians' health insurance status (e.g., Private, Medi-Cal, uninsured).

2) **ARTICLE II** is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by all parties hereto and shall cover a period of July 1, 2016 through June 30, 2020, unless terminated earlier pursuant to provisions contained herein this Agreement under Article XI, "Default, Termination, and Cancellation" or Article IX, "Fiscal Considerations."

3) **ARTICLE III** is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

- A. Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month:" shall be defined as a calendar month during which Contractor provides services in accordance with Article I, "Scope of Services." Invoices shall include backup documentation of staff hours and activities performed for each PIP Aide and each PIP Supervisor.
- B. For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.
- C. Reimbursable Expenses: In addition to those services specifically addressed in the Article I, "Scope of Services," Reimbursable Expenses may also include relevant training and related travel, activity costs, and evaluation costs pursuant to Article III, "Compensation for Services," provided such Reimbursable Expenses are pre-approved in writing by the Contract Administrator.

Reimbursable travel shall be in accordance with Exhibit D, marked "County of El Dorado, California, Board of Supervisors, Travel Policy (D-1)," incorporated herein and made by reference a part hereof, or as may be amended or replaced.

Original receipts, invoices, or other proof of payment must be submitted with any monthly invoice that includes a claim for Reimbursable Expenses, noting the purpose for the training, travel, and activity costs.

Description	Not to Exceed
<i>Activity Costs: Reimbursable activity costs include informational materials, toys, dolls, games, puzzles and other activity items (e.g., markers, crayons, coloring books) to be utilized by children enrolled in the PIP program. Upon termination of this Agreement, Contractor may elect to retain the items purchased for use within their organization for services provided to children or donate those items to the school site or other non-profit organization that provides services for children between the ages of four (4) and nine (9).</i>	\$200.00/school site, /semester
<i>Evaluation Costs: Reimbursable evaluation costs include obtaining rights to utilize the WMS assessment tool, WMS data analysis, and WMS reporting.</i>	\$500.00/school site, /semester
<i>Reimbursable Travel & Training Cost: Training for PIP Aides and PIP Supervisors shall be limited to a maximum of eight (8) hours per fiscal year. Reimbursable travel shall be in accordance with Exhibit D, marked, "County of El Dorado, California, Board of Supervisors, Travel Policy. Mileage shall be paid in accordance with the County mileage rate in effect at the time of the travel.</i>	8 hours / fiscal year/ PIP Aide/PIP Supervisor \$2,000.00 / fiscal year
<i>Supervision of PIP Aides: Supervision is limited to two (2) hours per calendar week per PIP Aide per fiscal year.</i>	2 hours / calendar week

D. Rates: For the purposes of this Agreement, the hourly rate paid to Contractor shall be all inclusive (e.g., compensation, administrative overhead, office supplies, communication, fees, insurance, postage, printing and duplication).

Category	Hourly Rate
PIP Aide	\$40.00
PIP Supervisor	\$50.00

E. Compensation for services shall be limited as follows:

- 1) Screening and Evaluation activities shall include collection of child-specific data to determine eligibility for the PIP program and preparation of and submittal of client-specific evaluation data (WMS).
- 2) Planning and General Administrative activities include: program planning; scheduling; teacher conferences outside of screening and evaluation; time card preparation; non-client specific outcome (WMS) report preparation; invoice preparation; program-related meetings other than supervision, screening and

evaluation, and training; community collaborative meetings; meetings with HHSAs; cultural competency meetings; and other program-related activities not specified in the above categories.

- F. Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per Article XII, “Notice to Parties.”

Mail invoices to:	Mail remittance to:
Health and Human Services Agency Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667	Tahoe Youth and Family Services 1021 Freemont Avenue South Lake Tahoe, CA 96150

- G. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation of why the invoice was not submitted in the approved timeframe.

For the period **July 1st through April 30th**, of this Agreement, supplemental invoices for additional services as defined in Article I, “Scope of Services” received after the second Monday in May, shall be neither accepted nor paid by County.

For the period **May 1st through June 30th** of this Agreement, supplemental invoices for additional services as defined in Article I, “Scope of Services” received after the second Monday in July, shall be neither accepted nor paid by the County.

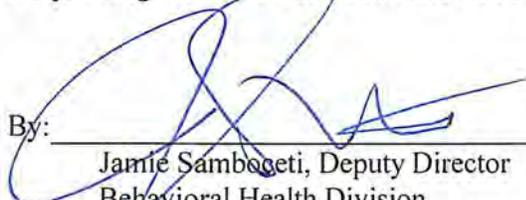
- H. Maximum Obligation: Compensation for services provided under this Agreement shall not exceed \$352,000 for the reimbursable expenses and services for the term of this Agreement. In no event shall County be obligated to pay Contractor for any amount above the Not-to-Exceed amount of this Agreement.

Term		Not-to-Exceed
July 1, 2016 - June 30, 2017	All inclusive of service and reimbursable costs.	\$88,000
July 1, 2017 - June 30, 2018	All inclusive of service and reimbursable costs.	\$88,000
July 1, 2018 - June 30, 2019	All inclusive of service and reimbursable costs.	\$88,000
July 1, 2019 - June 30, 2020	All inclusive of service and reimbursable costs.	\$88,000
Total Maximum Obligation		\$352,000

All unspent Reimbursable Expenses funds may be utilized for PIP Aides and PIP Supervisors to provide services.

Except as herein amended, all other parts and sections of that Agreement #43 (018-S1711) shall remain unchanged and in full force and effect.

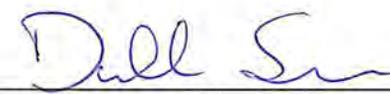
Requesting Contract Administrator Concurrence:

By: 

Jamie Samboceti, Deputy Director
Behavioral Health Division
Health and Human Services Agency

Dated: 3/25/19

Requesting Department Head Concurrence:

By: 

Donald Semon, Director
Health and Human Services Agency

Dated: 3-26-19

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #43 (018-S1711), on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Sue Novasel, Chair
Board of Supervisors
"County"

ATTEST:

James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

TAHOE YOUTH & FAMILY SERVICES
A NON-PROFIT CALIFORNIA CORPORATION

By: Karen S. Carey
Karen S. Carey
Executive Director
"Contractor"

Dated: 3/27/19

lkk