

AGREEMENT FOR SERVICES #38 (016-S1711)  
AMENDMENT I

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This Amendment I to that Agreement for Services #38 (016-S1711), 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 Black Oak Mine Unified School District, 6540 Wentworth Springs Road, Georgetown, CA 95634; (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide services in support of 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 #38 (016-S1711), dated June 28, 2016, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend the Scope of Service language, hereby amending **Article I – Scope of Service** and to amend and replace **Exhibit B**; and

**WHEREAS**, the parties hereto have mutually agreed to extend the Agreement by one (1) additional year, hereby amending **Article II – Term**; and

**WHEREAS**, the parties hereto have mutually agreed to increase the total compensation amount by \$77,000.00, hereby amending **Article III – Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXXI-Counterparts**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #38 (016-S1711) shall be amended a first time as follows:

**Articles I, II, III, and Exhibit B** as attached, are amended in their 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, assessable, culturally competent, and they offer integrated service experiences for consumer 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.us](http://www.edcgov.us)<sup>1</sup>, Health and Human Services, Contractor Resources, incorporated by reference as if incorporated herein.

- A. Services: Contractor agrees to furnish services in support of the HHS/BHD PIP, funded through the Prevention Program of the Fiscal Year (FY) 2017-18 through FY 2019-20 MHSA Three-Year Program and Expenditure Program 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.

<sup>1</sup> <https://www.edcgov.us/hhsaforcontractors>

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.

Within 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. Northside Elementary
2. Georgetown Elementary
3. Otter Creek Elementary
4. American River Charter School
5. Students not attending one of the above-identified schools but who live in the North County service area or other service areas and can provide transportation to one of the above-identified school sites.

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 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 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 HHSA/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 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 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 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).

## **ARTICLE II**

**Term:** This Agreement shall be effective upon final execution by both parties and shall cover the period of July 1, 2016 through June 30, 2020 unless earlier terminated pursuant to the provisions contained here in this Agreement under the Articles titled "Default, Termination and Cancellation" or "Fiscal Considerations".

## **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 the Article titled "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 contained herein titled, "Scope of Services," Reimbursable Expenses may also include relevant training and related travel, activity costs, and evaluation costs pursuant to this "Compensation for Services" Article, provided such Reimbursable Expenses are pre-approved in writing by the Contract Administrator. All unutilized Reimbursable Expenses funds may be utilized for PIP Aides and PIP Supervisors to provide services.
1. Reimbursable training is limited to eight (8) hours per fiscal year per PIP Aide and PIP Supervisor for the term of this Agreement.
  2. 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. Reimbursable travel and training costs shall not exceed \$2,000 annually.
  3. 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). Activity costs for PIP-related informational materials may not exceed \$200 for any one school per PIP semester.
  4. Reimbursable evaluation costs include obtaining rights to utilize the WMS assessment tool, WMS data analysis and WMS reporting. Reimbursable evaluation costs may not exceed \$500 per PIP school site per PIP semester.

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.

- 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	\$37.00
PIP Supervisor	\$43.00
Mileage shall be paid in accordance with the County mileage rate in effect at the time of the travel.	

- E. Compensation for services shall be limited as follows:
1. Supervision shall be limited to two (2) hours per calendar week per PIP Aide during the course of each PIP semester.
  2. Training shall be limited to a maximum of eight (8) hours per school year during the term of the Agreement for each PIP Supervisor and for each PIP Aide.
  3. 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).



4. 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 HHSA; 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 the Article titled “Notice to Parties.”

Mail invoices to:	Mail remittance to:
Health and Human Services Agency Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667	Black Oak Mine Unified School District 6540 Wentworth Springs Road Georgetown, CA 95634

G. Not to Exceed: Compensation for services provided under this Agreement shall not exceed \$308,000 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 through June 30, 2017	\$77,000
July 1, 2017 through June 30, 2018	\$77,000
July 1, 2018 through June 30, 2019	\$77,000
July 1, 2019 through June 30, 2020	\$77,000
<b>Total Maximum Obligation</b>	<b>\$308,000</b>

**ARTICLE XXXI**

**Counterparts:** This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Except as herein amended, all other parts and sections of that Agreement #38 (016-S1711) shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Jamie Samboceti, Deputy Director,  
Health and Human Services Agency

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Donald Semon, Director  
Health and Human Services Agency

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this first Amendment to that Agreement for Services #38 (016-S1711) on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

BLACK OAK MINE UNION SCHOOL DISTRICT

By: \_\_\_\_\_  
Jeremy Meyers  
Superintendent  
"Contractor"

Dated: \_\_\_\_\_

**MHSA Year-End Progress Report  
(Fiscal Year)  
Primary Intervention Project  
Program/Services Implementation – Prevention and Early Intervention (PEI)**

Please provide the following information for this reporting period:

- 1) Briefly report on how implementation of the PIP is progressing (e.g., whether implementation activities are proceeding on target and as described in the County's MHSA Plan), and any major accomplishments and challenges.
- 2) Briefly report on how PIP has improved the overall mental health of the children, families, and communities by addressing the primary negative outcomes that are the focus of the PIP (school failure or dropout). Please include other impacts, if any, resulting from PIP on the other six negative outcomes addressed by PEI activities: (1) suicide; (2) incarceration; (3) unemployment; (4) prolonged suffering; (5) homelessness; (6) removal of children from their homes.
- 3) Provide a brief narrative description of progress in providing PIP services to unserved and underserved populations.
- 4) Provide a brief narrative description of how PIP services are provided in a culturally and linguistically competent manner, including activities to reduce racial/ethnic disparities.
- 5) Provide a brief description of activities performed related to local and county-wide collaboration, outreach, access/linkages to medically necessary care, stigma reduction and discrimination reduction.
- 6) Identify whether PIP participants were provided with further referrals for services at the conclusion of the PIP semester, and if so, what type of referral were made (e.g., mentoring programs, recreational programs, individual consulting, group counseling).
- 7) Provide the outcomes measures of the services provided. Outcome measures for the Primary Intervention Project are:
  - Measurement 1: Administer Walker-McConnell Scale (WMS) assessment tool to students at the time student is selected to enter the program and again when the student exits the program (contracted vendor will be responsible for procuring use of the WMS too).
  - Customer satisfaction surveys.
  - Measurement 2: Completion of service delivery report to the County on a PIP semester basis showing number of students served.
  - Measurement 3: Completion of year-end progress report to the County showing annual number of students served and pre- and post- WMS scores, identifying program successes, challenges faced and post-PIP participation outcomes for the children.
- 8) Provide total PIP expenditures and the type and dollar amount of leveraged resources and/or in-kind contributions.
- 9) Provide any additional relevant information.