

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

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #5316

THIS THIRD AMENDMENT to that Agreement for Services #5316 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 public benefit corporation duly qualified to conduct business in the State of California, whose principal place of business is 1528 Eureka Road, Suite 101, Roseville, California 95661, and whose mailing address is 2540 Douglas Boulevard, Suite 200, Roseville, California 95661 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide psychotherapy clinician mental health services for the District Attorney's Office, pursuant to Agreement for Services #5316, dated December 15, 2020, First Amendment to Agreement for Services #5316, dated June 22, 2021, and Second Amendment to Agreement for Services #5316, dated December 14, 2021, 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 expiration date for one (1) additional year, to June 30, 2024, amending ARTICLE II, Term;

WHEREAS, the parties hereto desire to amend the Agreement to extend the service period for one (1) additional year, to December 31, 2023, adding Amended Exhibit A-1, Amended Operational Agreement;

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 total not-to-exceed amount of \$490,320, amending ARTICLE III, Compensation for Services;

WHEREAS, the parties hereto desire to amend the Agreement to update County notice recipients, amending ARTICLE XIV, Notice to Parties;

WHEREAS, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending ARTICLE XXXII, Contract Administrator;

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 Third Amendment to Agreement for Services #5316 on the following terms and conditions:

I. Amended Exhibit A is amended to include Amended Exhibit A-1, marked "Amended Operational Agreement," attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement shall read Exhibit A, Amended Exhibit A, and Amended Exhibit A-1.

II. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This agreement, as amended, shall become effective upon final execution by both parties hereto and shall cover the period of January 1, 2021 through June 30, 2024.

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's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rate for mental health services, including but not limited to, monthly collaborative meetings, and MDI review, shall not exceed \$75 per hour, or \$156,000 annually. Meeting or session durations are billed at one (1) hour intervals and may exceed one (1) hour in length. Billing may include one (1) hour for any scheduled sessions that were missed by the client. In accordance with grant policies, mental health services are to be rendered by December 31, 2023.

For the service period of January 1, 2021, through December 31, 2021, County will reimburse up to \$12,000 for grant program related training costs, including but not limited to, registration fees, hotel cost, airfare, parking, mileage, and meal reimbursement. Reimbursement shall be made in accordance with the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred.

For the service period of January 1, 2022, through December 31, 2023, County will reimburse up to \$3,000 annually for grant program related training costs, including but not limited to, registration fees, hotel cost, airfare, parking, mileage, and meal reimbursement. Reimbursement shall be made in accordance with the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred.

County will reimburse Contractor up to \$60 per phone, per month for a cell phone stipend and data allowance for up to two (2) clinicians annually. The cell phone stipend and data allowance is to ensure that 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 shall not exceed \$490,320, as amended, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Contractor shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Contractor'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 Contractor fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

IV. ARTICLE XIV, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

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

Attn.: Lisette Suder
Assistant District Attorney

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

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

Attn.: Darlene Davis, Executive Director

or to such other location as Contractor directs.

IV. ARTICLE XXXII, Contract Administrator, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Vern Pierson, District Attorney, District Attorney's Office, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #5316, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #5316 on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Roni Parker*

Dated: 9-27-22

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: *Heylee Kuyfere*
Deputy Clerk

Dated: 9-27-22

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

By: *Darlene Davis*
Darlene Davis (Aug 31, 2022 10:37 PDT)
Darlene A. Davis
Executive Director
"Contractor"

Dated: 08/31/2022

By: *Susan Armstrong*
Susan Armstrong (Aug 31, 2022 14:32 PDT)
Susan Armstrong
Corporate Secretary

Dated: 08/31/2022

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

Amended Exhibit A-1

AMENDED 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 "H.O.P.E. Counseling Center") 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 agency agrees to participate in this collaboration by coordinating/providing the following services for the period of January 1, 2023 to December 31, 2023.

EDCDA will closely coordinate the following services with H.O.P.E Counseling Center:

- Staff will be readily available to H.O.P.E. Counseling Center 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 the Executive Director of H.O.P.E. Counseling Center 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 Executive Director 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.

H.O.P.E. Counseling 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 H.O.P.E. Counseling may be completed via telehealth, in-person at the Fausel House CAC, or at any of H.O.P.E. Counseling Center's offices in Roseville, CA, Folsom, CA, or Sacramento, CA to best need child and family needs.
- 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 H.O.P.E. Counseling Center.
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 H.O.P.E. 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 H.O.P.E. Counseling Center Executive Director for her assignment of appropriate psychotherapy providers.
5. To engage in collaborative trainings with H.O.P.E. Counseling Center.
6. To notify H.O.P.E. Counseling Center 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 H.O.P.E. Counseling Center.
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 H.O.P.E. Counseling Center, 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 H.O.P.E. Counseling Center 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, i.e., when forensic interviews, meetings, and therapy appointments with H.O.P.E. Counseling Center are taking place. In the event H.O.P.E. Counseling Center activities occur during regular business hours, EDCDA employees agree to not access the first floor to ensure privacy and confidentiality for H.O.P.E. Counseling Center clients. In the event a forensic interview or case interview is urgent and needs to take priority over prior scheduled H.O.P.E. Counseling Center appointments, EDCDA agrees to communicate as soon as possible to H.O.P.E. Counseling Center psychotherapy providers and the Executive Director regarding the urgent need to reschedule a therapy appointment.

H.O.P.E. Counseling Center agrees to the following:

1. To contact EDCDA VW Program Manager for programmatic and grant compliance.
2. To provide Psychotherapy Clinicians to work specifically with child abuse victims and their families (secondary victims) by providing trauma informed mental health services.
3. To ensure all psychotherapy clinicians associated with this contract 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. H.O.P.E. Counseling Center agrees to not use "Trainees" for the purpose of this program and contract.
4. To contact victims and/or their families within twenty-four (24) hours of receiving a referral.
5. To 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. To 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. To 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. To 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. To provide H.O.P.E. Counseling Center 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. To not provide any access to the second or third floor of the Fausel House CAC building to any clients or family members.
11. To not access the third-floor investigations area of the Fausel House CAC building at any time.
12. To 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. To engage in training with EDCDA, as appropriate.
14. To attend monthly case review meetings with the Fausel House CAC multidisciplinary team, as well as CAC Steering Committee meetings when appropriate.
15. To 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. To 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. To 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. H.O.P.E. Counseling Center must provide the following data: 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. To collect and submit statistical data on a monthly basis as to clients seen and specific services provided to CAC clients referred to H.O.P.E. Counseling to the CAC Coordinator for internal CAC statistical and case tracking.
19. To respect confidentiality when conducting therapy sessions.
20. To respect confidentiality of sensitive information obtained by EDCDA and other multidisciplinary team case reviews as outlined in the Fausel House CAC Interagency Protocol.
21. To reschedule preexisting therapy appointments as necessary when urgent forensic interview, law enforcement, or prosecution needs take precedence to building access.
22. To 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. Counseling Center
2450 Douglas Boulevard, Suite 200
Roseville, California 95661
Attn.: Darlene Davis
Executive Director

EDCDA and H.O.P.E. Counseling Center 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 HOPE Counseling Center do hereby approve this document.


Vern Pierson (Aug 31, 2022 14:42 PDT)

Vernon R. Pierson
District Attorney
"EDCDA"

Date


Darlene Davis (Aug 31, 2022 10:37 PDT)

Darlene A. Davis
Executive Director
"H.O.P.E Counseling Center"

08/31/2022

Date


Susan Armstrong (Aug 31, 2022 14:32 PDT)

Susan Armstrong
Corporate Secretary

08/31/2022

Date






HOPE 5316 Amd III_PE

Final Audit Report

2022-08-31

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-  Document created by Justene Cline (Justene.Cline@edcgov.us)
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-  Document e-signed by Vern Pierson (vern.pierson@edcda.us)
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