

**AGREEMENT FOR SERVICES #16 (006-S1811)**  
**AMENDMENT I**

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This Amendment I to that Agreement for Services #16 (006-S1811), 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 New Morning Youth and Family Services, a California non-profit public benefit corporation, whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667 (mailing: 6765 Green Valley Road, Placerville, CA 95667), (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide the Parenting Skills project through the County's Mental Health Services Act (MHSA) Plan, Prevention and Early Intervention (PEI) project in accordance with Agreement for Services #16 (006-S1811), dated June 6, 2017, 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," Article III, "Compensation for Services," and Article IV, "Maximum Obligation" of said Agreement; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #16 (006-S1811), 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. PEI services are designed to be of short-term duration, usually six (6) 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 or 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 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 objective of this project is to offer parenting skills classes to promote emotional and social capability, and reduce and treat behavioral and emotional problems in children. The Parenting Skills project includes, but is not limited to, Incredible Years, Parenting Wisely, Celebrating Families!, Triple P-Positive Parenting Program, and other parenting classes that are listed on the Substance Abuse and Mental Health Services Administration's (SAMHSA) National Registry of Evidence-Based Programs and Practices (NREPP). Classes that require the facilitator(s) to be certified in the modality can only be facilitated by certified individuals.

Parenting skills classes work on strengthening parent-child interactions and relationships and fostering parents' ability to promote children's social, emotional, and language development. In the programs for parents of preschoolers and school-age children (which may include individuals under age eighteen (18) or individuals aged eighteen (18) to twenty (20), if the individual is still attending secondary school) participants may also learn how to promote school readiness skills. Additionally, parents are encouraged to partner with teachers and become involved in their children's school experiences to promote children's academic, social skills, and emotional self-regulation and to reduce conduct problems. Contractor will comply with the PEI Regulations, including reporting requirements, effective July 1, 2018, or as may be replaced or amended hereafter. Said regulations are available at [www.edc.gov.us](http://www.edc.gov.us), Health and Human Services, Contractor Resources, incorporated by reference as if incorporated herein.

A. MHSA General Standards: Contractor must adhere to and demonstrate compliance, as applicable, with MHSA General Standards for:

- 1) Community Collaboration: "Community Collaboration" means a process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill a shared vision and goals, in compliance with client confidentiality requirements.
- 2) Cultural Competence: "Cultural Competence" means the provision of services in manner that incorporates the diverse belief systems concerning mental illness, health, healing, and wellness that exist among different racial/ethnic, cultural, and linguistic groups.
- 3) Client Driven Services: "Client Driven" means that the client has the primary decision-making role in identifying his/her needs, preferences and strengths and a shared decision-making role in determining the services and supports that are most effective and helpful for him/her. Client driven programs/services use clients' input as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.
- 4) Family Driven Services: "Family Driven" means that families of children and youth with serious emotional disturbance have a primary decision-making role in the care of their own children, including the identification of needs, preferences and strengths, and a shared decision-making role in determining the services and supports that would be most effective and helpful for their children. Family driven programs/services use the input of families as the main factor for planning, policies, procedures, service delivery, evaluation, and the definition and determination of outcomes.
- 5) Wellness, Recovery, and Resilience Focused: "Wellness, Recovery, and Resilience Focused" includes the provision of services in a manner that focuses on the consumer's wellness, increasing resiliency, and promoting recovery utilizing

hope, personal empowerment, respect, social connections, self-responsibility, and self-determination.

- 6) Integrated Service Experiences: “Integrated Service Experience” means the client, and when appropriate, the client’s family, accesses a full range of services provided by multiple agencies, programs and funding sources in a comprehensive and coordinated manner.

B. PEI Program Requirements: Contractor must adhere to the following strategies in its implementation of this program, and demonstrate compliance with the requirements that PEI programs provide:

- 1) Be designed and implemented to help create Access and Linkage to Treatment: “Access and Linkage to Treatment” means connecting children with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, and adults and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in the onset of these conditions as practicable, to medically necessary care and treatment, including but not limited to care provided by county mental health programs.
- 2) Be designed, implemented, and promoted in ways that Improve Timely Access to Mental Health Services for Individuals and/or Families from Underserved Populations. “Improving Timely Access to Services for Underserved Populations” means to increase the extent to which an individual or family from an underserved population as defined in Title 9 California Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental illness receives appropriate services as early in the onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services. Services shall be provide in convenient, accessible, acceptable, culturally appropriate settings such as primary healthcare, schools, family resource centers, community-based organizations, places of worship, shelters, and public settings unless a mental health setting enhances access to quality services and outcomes for underserved populations.
- 3) Be designed, implemented, and promoted using Strategies that are Non-Stigmatizing and Non-Discriminatory. “Strategies that are Non-Stigmatizing and Non-Discriminatory” means promoting, designing, and implementing Programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming, and positive.

C. Services: Contractor agrees to furnish services in support of the HHSA/BHD “Parenting Skills” project funded through the County’s MHSA PEI Plan. The service categories under this agreement are:

- 1) Outreach: Contractor shall perform outreach to all areas of El Dorado County to raise awareness of the availability of the Parenting Skills project. Contractor shall screen parents in advance of the classes to determine whether they are appropriate candidates for participation in Parenting Skills project.

- 2) Classes: Contractor shall provide services in accordance with the evidence-based parenting program selected for the class. For classes that span several weeks, the classes may be condensed to a shorter time period to encourage parents' continued participation. Contractor may provide parenting skills classes in English or Spanish, depending upon demand. Parenting skills classes, materials, meals (if applicable), and supplies shall be provided by Contractor at no charge to participants and at no additional charge to County.
- 3) Child Care: Contractor may provide childcare for children ages three (3) to thirteen, on-site during each class, as needed.

A "class" is defined as a specific parenting skills program offered over the course of one (1) or more days. Contractor shall provide a minimum of six (6) community-based parenting skills classes per Fiscal Year, one (1) in each region of the County, based on demand. Regions are defined as:

<b>Region</b>	<b>Included Communities</b>
West County	Cameron Park, El Dorado Hills, Rescue, Shingle Springs
Placerville Area	Diamond Springs, El Dorado, Placerville, Pleasant Valley
North County	Coloma, Cool, Garden Valley, Georgetown, Greenwood, Kelsey, Lotus, Pilot Hill
Mid County	Camino, Cedar Grove, Echo Lake, Kyburz, Pacific House, Pollock Pines, Twin Bridges
South County	Fair Play, Grizzly Flats, Mt. Aukum, Somerset
Tahoe Basin	Meyers, South Lake Tahoe, Tahoma

In the event a class is unable to be scheduled in a region due to a lack of demand, Contractor may request in writing from the Contract Administrator, or designee, approval offering multiple classes in region(s) during the same calendar year in lieu of one class in each region.

Contractor shall arrange for appropriate sized rooms at each site as determined by the number of attendees. Contractor agrees to provide parenting skills classes to between sixty (60) and one hundred twenty (120) parents during the term of this Agreement; however participation is not limited to a maximum of one hundred twenty (120) parents.

- D. Personnel, Supplies and Equipment: Each parenting skills class shall be provided by facilitators certified to teach the specific parenting skills class. Contractor shall ensure that credentialed mental health professionals provide ongoing supervision of facilitators. Contractor shall furnish all class materials, meals (if applicable), supplies, and equipment required to provide Parenting Skills classes, the cost for which shall be included in the rate identified in Article III, "Compensation for Services."

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 credential 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 parenting skills classes.

- E. 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, which are generally held monthly. Contractor also shall participate in 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.
- F. Satisfaction Surveys and Outcome Measures: Contractor will administer an assessment to class participants to determine client outcomes. Contractor bears sole responsibility for obtaining the authorization for and cost of use of all assessment and survey tools. Contractor will implement satisfaction surveys and Contractor shall analyze and report outcomes. Contractor shall provide ongoing monitoring and evaluation of the program services.
- G. 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 the Parenting Skills project. Contractor must maintain the ability to, and utilize, transmission of data electronically and securely via high speed internet. Reports must include, but are not limited to, the following:
- 1) After Completion of Each Class: Within thirty (30) days after the completion of each class, Contractor shall submit to HHSA/BHD unduplicated totals of the number of participants per class, client demographics, services performed, and service locations. Outcomes for the class are to be reported.
  - 2) Fiscal Year Reports: Within thirty (30) days of the end of each fiscal year and the termination of this Agreement, Contractor shall submit to HHSA/BHD the information identified in Exhibit A marked "MHSA Year-End Progress Report," incorporated herein and made by reference a part hereof.
  - 3) PEI Regulations Reports: Data, outcomes and information required by current PEI Regulations, including but not limited to client demographic data. Collection of 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 (adult)
  - 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 no 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)
    - 5) Other (specify)
  - 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 identity 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) Health insurance status (e.g., Private, Med-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, 2017 through June 30, 2020, unless terminated earlier pursuant to provisions contained herein this Agreement under Article XII, “Default, Termination, and Cancellation” or Article X, “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 the Director of HHSA or the 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.” Each invoice shall be accompanied by supportive documentation to verify all costs identified on the monthly invoice.
- 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. Rates: For the purposes of this Agreement, the hourly rate paid to Contractor shall be all inclusive (e.g., compensation, administrative overhead, mileage, parenting skills class licensing and materials, cost of meals for parents and children when meals or food are a required element of the evidence-based practice upon which the class is based, cost of class supplies and facilities, office supplies, communication, fees, insurance, postage, printing, and duplication). Contractor may charge up to thirty (30) minutes before class begins and up to thirty (30) minutes after class ends for set-up and to meet with clients. Contractor also may charge up to two (2) hours for client notes/file documentation per class week.

Contractor may not seek reimbursement from other funding streams for the same participant or class. Rates shall be as follows:

Category	Hourly Rate
Class Facilitator	\$120.00
Childcare Provider	\$25.00



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

Mail invoices to:	Mail remittance to:
County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321	New Morning Youth and Family Services 6765 Green Valley Road Placerville, CA 95667

- E. 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 1<sup>st</sup> through April 30<sup>th</sup>**, 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 1<sup>st</sup> through June 30<sup>th</sup>** 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.

- 4) **ARTICLE IV** is amended in its entirety to read as follows:

**ARTICLE IV**

**Maximum Obligation:** Compensation for services provided under this Agreement is as follows:

Term	Not-to-Exceed
July 1, 2017 through June 30, 2018	\$50,000
July 1, 2018 through June 30, 2019	\$50,000
July 1, 2019 through June 30, 2020	\$50,000
<b>Maximum Contractual Obligation</b>	<b>\$150,000</b>

In no event shall County be obligated to pay Contractor for any amount above the Not-to-Exceed amount of this Agreement.

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Except as herein amended, all other parts and sections of that Agreement #16 (006-S1811) shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:  \_\_\_\_\_ Dated: 3/25/19  
Jamie Samboceti, Deputy Director  
Behavioral Health Division  
Health and Human Services Agency

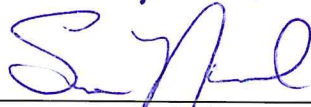
**Requesting Department Head Concurrence:**

By:  \_\_\_\_\_ Dated: 3-26-19  
Don Semon, Director  
Health and Human Services Agency

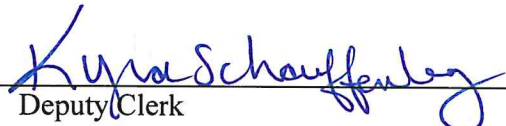
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #16 (006-S1811), on the dates indicated below.

-- COUNTY OF EL DORADO --

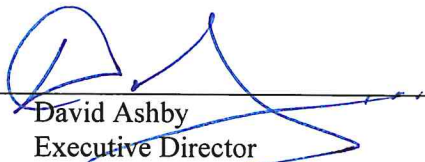
Dated: 4/30/19  
By:   
Sue Novasel, Chair  
Board of Supervisors  
"County"

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

By:  Dated: 4/30/19  
Deputy Clerk

-- CONTRACTOR --

NEW MORNING YOUTH & FAMILY SERVICES  
A NON-PROFIT CALIFORNIA CORPORATION

By:  Dated: 3/25/2019  
David Ashby  
Executive Director  
"Contractor"

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