

AGREEMENT FOR SERVICES #2088

Amendment I

THIS AMENDMENT I 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 Infant Parent Center, a non-profit 501(c)(3), corporation duly qualified to conduct business in the State of California, whose principal place of business is 3430 Robin Lane, Building 4, Cameron Park, CA 95682, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide the Mental Health Services Act Prevention and Early Intervention project in accordance with Agreement for Services #2088, dated February 13, 2018, 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 III, "Compensation for Services," and Article XIII, "Notice to Parties" of said Agreement; and

WHEREAS, the parties hereto have mutually agreed to add Article XXXII, "Counterparts" of said Agreement.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #2088 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: Prevention and Early Intervention (PEI) services are designed to be of short-term duration, usually six-months or less. However some individuals may require services for a longer defined 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 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.

Families with children age perinatal to five (5) years are eligible for services under this program, with the priority target population being families who are underserved or un-served; without health insurance or with Medi-Cal insurance; isolated; low-income; and have a family member at risk of suicide, school failure or dropout, prolonged suffering, and/or removal of children from their home resulting from untreated mental health concerns. "Perinatal" is defined per the

California Health and Safety Code section 123485(d) as “from the time of conception through the first year after birth.” In a family with children (perinatal to age five) and children older than five years of age, services may be provided for the older children as part of the family services.

The goals of this program are to provide prevention and early intervention efforts that will decrease destructive social conditions, provide linkage to the appropriate level of mental health interventions, reduce family stress, address adjustment difficulties at an early age to increase school success, and connect children and their parents with resources to build protective factors to foster youth resilience and positive mental health. Issues to be addressed may include but are not limited to conduct disorders, common mental health concerns such as depression and anxiety, substance abuse, and risk and protective factors related to family conflict and aggression. Contractor will comply with the new PEI regulations, effective October 6, 2015, or as may be replaced or amended hereafter. Said regulations are available at https://www.edc.gov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx, incorporated by reference as if attached hereto.

A. Services: Contractor agrees to furnish services in support of the HHSA/BHD “Children 0-5 and Their Families” project funded through the Mental Health Services Act (MHSA) Prevention and Early Intervention Program. The service categories under this Agreement are:

1. Individual, Couples, and/or Family Counseling: Provision of psychotherapeutic services.
2. Parenting Guidance and Support: Provision of parenting programs to support parents and create sustainable growth for a family.
3. Case Management: Meetings to coordinate care between Contractor and other service providers connected with a family, to provide direct and clear communication with all providers, and to develop sustainability for the family after services are complete.
4. Community Outreach: Attendance at community collaborative meetings, and other events to further the services provided to families receiving services through this Agreement, and to provide group presentations, trainings, and workshops based on community need to further the MHSA General Standards and the purposes and PEI programs.

Strategies/practice models utilized to provide services in the categories above include, but are not limited to:

- Individual, couple, and/or family counseling;
- Infant-parent psychotherapy;
- Home visitation;
- Parenting support and guidance for fathers, mothers and couples through programs such as Circle of Security, Theraplay, Touch Points, and/or Wisdom Pathway Parenting;
- Infant massage;
- Pregnancy and post-partum support;
- Psychological parenting information and support for foster, grandparents, and adoptive caregivers;
- Educational support to address colic, feeding, and sleep issues;
- Circle of Security, an evidence-based approach to parenting that is focused on infancy and toddlers;

- Theraplay, a relationship-based approach that uses play to engage children in interactions that lead to competence, self-regulation, self-esteem, and trust;
- Trauma-Focused Cognitive Behavioral Therapy (CBT);
- Eye Movement Desensitization Reprocessing (EMDR);
- Identifying and removing barriers to treatment;
- Assisting other providers to recognize early signs of poor coping, stress and mental illness in the target population; and
- Improving community partner cooperation.

Services shall be provided county-wide. Contractor shall maintain, at Contractor's sole cost, access to bilingual interpreters, if needed, to provide the services.

- B. Personnel, Supplies and Equipment: Contractor shall provide staff trained in the service models provided. Contractor shall ensure that credentialed mental health professionals provide ongoing supervision of Trainees and Associate staff. Contractor shall furnish all supplies and equipment required to provide services.

Therapeutic counseling services shall be provided by a currently Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC) or currently licensed Marriage and Family Therapist (MFT) whose license has been issued and is regulated by the California Department of Consumer Affairs Board of Behavioral Sciences (BBS). Said license must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the BBS.

Trainees/Associates: If any service is delegated to a Trainee or an associate (including, but not limited to Associate Marriage and Family Therapist, Registered Associate Marriage and Family Therapist, Associate Professional Clinical Counselor, or Registered Associate Professional Clinical Counselor), the trainee or associate must be pre-licensed by the appropriate certifying state agency and all service assignments must be under the direct supervision of a currently licensed Psychologist, Psychiatrist, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, or Marriage and Family Therapist as described above. No trainee or associate shall be the sole author of any written initial visit report or any other report that pertains to Client or Client's treatment plan. All Client-related documents must be reviewed, approved, and signed by said licensed Psychologist, Psychiatrist, LCSW, LPCC, or MFT.

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 services.

- C. Additional Terms and Conditions: Contractor shall comply with the terms and conditions in Exhibit A, attached hereto.

- D. Referrals for Services: Contractor shall make referrals for non-mental health services to meet the needs of the child(ren) and families. Contractor shall provide a written referral for services. Contractor shall follow-up with the family to verify services were pursued, identify any barriers to service, and help identify options to address service barriers. Contractor may make new referrals as may be needed to address further service needs or barriers to service.
- E. Service Locations: Services shall be provided by Contractor at Contractor's primary office and/or satellite office location(s). Contractor is encouraged to provide services in local communities throughout the western slope of El Dorado County to the extent possible, as well as the Tahoe Basin, at sites including but not limited to client's home, other venues convenient for clients, community events, educational settings, and faith-based organizations.
- F. Meetings: Contractor will participate in monthly and quarterly 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. Additional meetings include quarterly cultural competency meetings scheduled by HHSA/BHD and periodic service collaboration meetings as requested by HHSA/BHD. 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.
- G. Satisfaction Surveys and Outcome Measures: Contractor will implement client satisfaction surveys and analyze and report outcomes. Contractor shall provide ongoing monitoring and evaluation of the program services. Contractor bears sole responsibility for obtaining the authorization for and cost of use of all survey, assessment, and evaluation tools.
- H. 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 MHSA "Children 0-5 and Their Families" project. 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 reporting requirement or 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. Quarterly: Within thirty (30) days after the end of each quarter, Contractor shall submit to HHSA/BHD quarterly unduplicated totals of the number of clients served, client demographics, services performed, and service locations. The report shall also identify the number of assessments performed, the number and type of referrals for services provided, and whether the youth and the youth's family acted upon those referrals. Outcomes for the quarter are to be reported. The quarters shall be defined as January through March, April through June, July through September, and October through December.
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 annual unduplicated totals of the number of clients served, client

demographics, services performed, and service locations. The report shall also identify the number of assessments performed, the number, and type of referral for services provided, and whether the youth and the youth's family acted upon those referrals. Outcomes for the fiscal year are to be reported. Effective upon execution of this Agreement for Services, this report shall include, at a minimum, the information identified in Exhibit C, marked "MHSA Year End Progress Report," incorporated herein and made by reference a part hereof.

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 (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) Filipino
 - 7) Japanese
 - 8) Korean
 - 9) Middle Eastern
 - 10) Vietnamese
 - 11) Other
 - 12) 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
 - 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)
 - 5) Other (specify)
 - ii. No
 - iii. Number of respondents who declined to answer the question
- h. Veteran status
 - 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
 - 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 III** is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

- A. Contractor may submit invoices for services as frequently as every two (2) weeks, but no later than thirty (30) days following the end of a “service month” except in those instances where Contractor obtains written approval from the HHSA 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, training sign-in sheets, and evaluations as noted in Article I, “Scope of Services” and other expenses identified on the invoice in accordance with Subsection titled, “Rates,” below.
- B. Reimbursable Expenses: Original receipts, invoices, or other proof of payment must be submitted with any monthly invoice that includes a claim for Reimbursable Expenses. Any single Reimbursable Expense in excess of \$500 must be approved by HHSA/BHD in writing, in advance of incurring the cost to be eligible for reimbursement under this Agreement. Travel expenses, including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.
- C. Rates: For the purposes of this Agreement, the hourly rate paid to Contractor shall include compensation, benefits, insurance, training, and continued education, professional fees and licensing, supervision, utilities, supplies, administrative overhead, communication, travel, advertising, instruments/tools, IT support, general postage, general printing, general duplication, and all other costs related to business operations.

Rates shall be as follows:

Category	Hourly Rate
Licensed Clinician / Therapist or Associate	\$100.00
Pre-Licensed Trainee/Associate	\$75.00
Administrative Support	\$25.00

Telephone contacts in excess of 15 minutes may billed in the above categories in quarter-unit increments.

- D. Invoices / Remittance: 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. 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:
Health & Human Services Agency – Finance Unit 3057 Briw Road Ste. B Placerville, CA 95667	Infant Parent Center 3430 Robin Lane, Building 4 Cameron Park, CA 95682

E. Compensation for services provided under this Agreement is as follows:

Term	Not-to-Exceed
March 1, 2018 through June 30, 2018	\$75,000
July 1, 2018 through June 30, 2019	\$250,000
July 1, 2019 through June 30, 2020	\$300,000
Total Not-to-Exceed for the term of this Agreement	\$625,000

Upon prior written approval from the HHSA Director, unspent funding may be carried forward from fiscal year to fiscal year, for the term of this Agreement, unless reallocated by the County, in accordance with Article VI, "Changes to Agreement."

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

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

ARTICLE IV

Maximum Contractual Obligation: The maximum contractual obligation under this Agreement shall not exceed \$625,000 for all of the stated services during the term of the Agreement.

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

ARTICLE XIII

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 addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

Or to such other location as the County directs.

With a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
2850 Fairlane Court, Bldg. C, 2nd Floor
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

INFANT PARENT CENTER
3430 Robin Lane, Ste 4
Cameron Park, CA 95682
ATTN: Executive Director, or successor

Or to such other location as the Contractor directs.

5) **ARTICLE XXXII** is added in its entirety to read as follows:

ARTICLE XXXII

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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 Agreement to that Agreement for Services #2088 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Sue Novasel, Chair
Board of Supervisors
"County"

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

INFANT PARENT CENTER
A CALIFORNIA CORPORATION

By: _____
Alison Gardey
Executive Director
"Contractor"

Dated: _____

By: _____
Jen Kalsbeck
Executive Director
"Contractor"

Dated: _____

lkk