

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO and A BETTER WAY**

This First Amendment ("First Amendment") is entered into on July 1, 2019, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and A Better Way, ("Contractor").

1. Recitals

- A. The parties entered into a contract dated August 1, 2018 (the "Contract"), in which Contractor agreed to provide on-site therapeutic mental health treatment services and related reentry or transitional services for juvenile clients placed under the Probation Department's supervision and referred to the Juvenile Treatment Service.
- B. The County now needs to extend the Contract to allow for continued services through June 30, 2020.
- C. This First Amendment represents a twelve (12) month extension of the contract, Scope of Work amendment and increase of \$374,289 in total compensation.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement.

A. Term of Contract

Section 2 is deleted in its entirety and replaced with:

The term of this Contract is: August 1, 2018 through June 30, 2020.

B. Amount of Contract

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$768,389.

C. Payment Provisions

- 1. The first sentence in Section 1 of Exhibit B is amended as follows:

Maximum contract amount shall be based on actual costs, not to exceed \$768,389.

D. Scope of Work

Section I of Exhibit A is deleted in its entirety and replaced with:

INTRODUCTION

The Solano County Probation Department's multi-disciplinary treatment and services model, known as the Youth Achievement Center (YAC), supports youth under Probation supervision by offering an array of evidence-based services and programs. These services are designed to reduce the likelihood of the youth's further involvement in the criminal justice system and enhance prosocial family and community connections. Probation partners with community-based agencies and treatment providers to create a co-located team model that is both comprehensive and mobile. Services will be delivered at multiple locations with two main community-based centers and at locations that meet youth in convenient and accessible places, such as homes and other community sites. The Centers will serve as staff office space and primary service delivery locations. Program staff will also provide services in locations throughout the county to ensure the ability to access services is not a barrier to treatment and support.

Contractor shall be responsible for the following:

Juvenile Community Based Services: CONTRACTOR shall provide, at each service location, the following on-site mental health treatment services and related re-entry or transitional services for juvenile clients placed under the Probation Department's supervision and referred to the Juvenile Treatment Service Sites.

Service Components:

CONTRACTOR shall provide individual, group, crisis evaluation and community-based mental health services to COUNTY Probation-supervised and referred youth and their families. CONTRACTOR shall use evidence-based or evidence informed approaches including, but not limited to: Trauma-focused Cognitive Behavioral Therapy (TF-CBT), Dialectical Behavior Therapy (DBT), and Collaborative Problem Solving. Group services could include Seeking Safety and can be co-facilitated with Probation Staff.

CONTRACTOR shall provide Community Based Family Preservation Services to youth and their families referred by COUNTY to include individual, group, crisis intervention and community-based mental health services to youth and their families for youth placed under supervision and at risk of removal.

CONTRACTOR shall use therapeutic intervention approaches including, but not limited to: Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Dialectical Behavior Therapy (DBT) Family Skills Training, Collaborative Problem Solving (CPS) and/or other agreed upon evidence-based family support model.

CONTRACTED staff may be asked to participate on a Child and Family Team to ensure services are collaborative and accessible to youth at imminent risk of removal from their home.

Description of Components:

Referral and Intake. Accept referrals from COUNTY through a centralized intake process. Schedule initial meeting with client within two (2) business days of receiving referral and conduct initial meeting with referred client within seven (7) business days of receiving the referral.

Assessment/pre-treatment interview. Upon referral, CONTRACTOR shall conduct a pre-treatment clinical interview and a standardized assessment (to be determined and agreed upon by both CONTRACTOR AND COUNTY) to gather information and assess client's needs, determine level of potential harm to self or others, develop diagnostic information and collaborate with Deputy Probation Officer and/or Counselor regarding appropriate treatment and a specific program for the client.

In accordance with the performed assessment and interview, CONTRACTOR will develop a written individualized treatment plan for each client that includes recommended treatment goals and services, intervention activities, and a discharge plan.

Evidence Based Group Activities/Curriculum. Group activities shall utilize mutually agreed upon curriculum to address client's needs and be facilitated by a clinician trained to deliver the specific curriculum.

CONTRACTOR shall have a plan for ensuring groups have back up support to minimize any need for group cancellation due to staff absences.

Discharge Planning and Continuing Care. CONTRACTOR shall complete a discharge summary to contain post-discharge recommendations, linkages to other services, if appropriate; reason for discharge and clinical discharge summary. Discharge Summary shall be submitted to COUNTY.

CONTRACTOR will adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations and develop and maintain comprehensive client confidentiality policies and procedures and demonstrate reasonable effort to secure written and/or electronic client information.

Location of Services. CONTRACTOR staff shall provide services at Probation Departments and/or Probation community sites, located in both Fairfield and Vallejo, or other facility locations within the county as requested

by the Probation Department. CONTRACTOR staff shall be co-located with Probation staff and other partners staff as part of a multi-disciplinary team providing services to a shared client. Although work will be done primarily in the community, staff may also follow youth into the Juvenile Detention Facility for transition services. Services will be delivered in the following locations:

- Sullivan Center – 2195 Union Avenue, Fairfield, CA 94533
- Vallejo Juvenile Program Site – 715 Tennessee Street, Vallejo, CA 94590
- Community-Based locations as determined by COUNTY AND CONTRACTOR as needed. This includes service delivery in the clients' homes and/or other community locations to ensure client access.

Hours of Operation:

Monday, Tuesday, Thursday and Friday between 8:00 a.m. and 7:00 p.m. Contractor shall be available eight (8) hours a day, four (4) days a week, during the term of this Contract. Schedules may vary depending on the hours of each center. COUNTY will coordinate with CONTRACTOR to develop schedule. It is understood that clinicians require ongoing supervision and training, and this occurs every Wednesday per CONTRACTOR's policy. Schedule will be established by the COUNTY and will be responsive to the needs of clients who are attending school. The service centers will also be open extended hours to meet the needs of in-school clients.

Staffing and Service Level:

Two full-time (2.0 FTE) Therapists to provide direct treatment and support services to juvenile clients and their families in the community, with office space at Probation sites in Fairfield and Vallejo.

Number of clients receiving services in the community at any given time shall be a maximum of 16 clients for treatment (per staff). When a Seeking Safety group is actively being facilitated by a CONTRACTOR staff, that CONTRACTOR Staff may reduce individual caseload to 14 for the duration of that group intervention. Treatment/Services plans are typically for a duration of three (3) to six (6) months.

Treatment Position(s) Title:

Mental Health Clinician

Qualifications of Position:

Clinicians hired to work directly with clients shall have competence and experience in working with clients with mental health issues and co-occurring disorders as required by State regulation.

CONTRACTOR shall ensure that all clinicians providing services are fully trained and certified with the specific curriculum being utilized. Additionally, counselors are at a minimum an Intern in the fields of Marriage and Family Therapy (MFT), Social Work, Professional Clinical Counseling or Clinical Psychology receiving clinical supervision from a licensed mental health professional.

Clinicians shall be trained in and utilized Motivational Interviewing (MI) and/or other counseling techniques. COUNTY offers Motivational Interviewing training and boosters at various time during the year and will invite CONTRACTOR to participate as needed.

DATA COLLECTION AND SUBMITTALS

CONTRACTOR shall submit to the COUNTY, in the format approved by the COUNTY, data reports on a monthly and quarterly basis. These reports are due no later than the 10th calendar day of the month for the previous period. Monthly data is also to be submitted with invoicing.

In addition, CONTRACTOR shall submit individual progress reports to COUNTY upon program completion of each participant.

Client Progress reports are to be submitted to the assigned Probation Officer and Quarterly reports are to be submitted to Program Manager.

Data report includes, but not limited to:

Number of referrals
Accepted /placed into services / Reason for non-acceptance
Number of clients in Pre-Engagement status
Number of clients in active treatment status
Participant name
Number of daily group attendance
Number of clients who attended individual counseling sessions
Case progress
Discharge status
Additional data as requested by Probation Department

Individual client data report includes, but not limited to:

Departure type
Successful Completion
Unsuccessful
Partial
Transfer
No Fault
Number of days of treatment term
Services received
Number of completed treatment goals
One-on-One sessions, number and type
Group sessions, number and type
Pre/post scores of approved assessment instruments (i.e., CANS)
Exit survey collected from completed client (submitted to Probation with Quarterly Report)
Additional data as requested by Probation Department

OTHER REQUIREMENTS FOR SERVICE DELIVERY STAFF:

Criminal Records Check

CONTRACTOR shall ensure all existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with the Agreement whose duties do not require his/her presence at the herein referenced locations have a criminal record check and pay for any and all associated costs. The criminal record check shall be through one of the local law enforcement agencies and consist of a local law enforcement record check, a California Department of Motor Vehicle check, and a Live Scan submitted to the California Department of Justice (CDCO).

For existing staff and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement whose duties require his/her physical presence at the herein references locations, COUNTY will conduct a criminal records check.

Prospective CONTRACTOR staff or volunteer may commence services only after the results or the live scan have been received and the person is deemed suitable for work by COUNTY.

Failure by CONTRACTOR to comply with the criminal records check requirements may result in withholding of payments until compliant.

Staff Professional Standards

Warrant that all employees and volunteers under this contract have background, training, work experience, licenses, registration with professional boards or waiver for doctoral level/unlicensed clinicians and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same profession, and in keeping with all Federal, State and County laws. CONTRACTOR

shall provide a list of current employees and copies or permits, licenses, certifications, or other documents certifying staff training and qualifications upon demand from COUNTY.

Contractor and County shall meet to discuss the selection of the therapists or Counselors assigned to provide services. Contractor shall, upon the written request of Probation remove the therapists when they fail to act in the best interest of the County in the provision of services under this Contract. In addition, persons employed by Contractor who fail to obtain security clearance may be denied admittance in the Juvenile Detention Facility and/or Probation offices. Staff hired to fill these positions will meet the employment policies and requirements of both agencies.

Terminations and Transfers

Notify County of any program related staff changes prior to separation of service or transfer, or immediately upon separation of service or transfer when circumstances dictate (e.g., resignation without notice, immediate dismissal or transfer warranted, etc.).

Drugs and Alcohol

CONTRACTOR shall not allow the use or possession of drugs, including alcohol, in the workplace or facility.

Incident Reporting

CONTRACTOR shall report to COUNTY, within 24 hours, any notable incidents occurring while clients are receiving services under this contract pursuant to the following outline:

Physical confrontation between staff and client, between clients, clients and non-staff, between staff and non-staff, and any threats of violence, including self-inflicted violence.

Any law violation.

Possession of any illegal drugs, paraphernalia, weapons, or other contraband.

Failure or refusal to participate in program.

Participant discharge or disqualified from program and reasons for said discharge or disqualification.

Confidentiality

CONTRACTOR agrees to maintain the confidentiality of client records and/or client information pursuant to : Title 42 United States Code (USC) Section 290 dd-2; title 42 Code of Federal Regulations (CFR), Part 2; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Sections 14100.2 and 5328; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56-56.37, 1798.80 – 1798.82, and 1798.85; and Penal (PC) Sections 11140, 11142, and 13303. Client records and/or information must comply with all appropriate State and Federal requirements. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of these services or other uses as authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

Status Reports

CONTRACTOR shall, upon request, provide written status reports to COUNTY and delivered to such places and times as directed by COUNTY.

Aggregate Outcomes

CONTRACTOR must be mindful and work toward the following aggregate outcomes of the Probation Department's Reentry, Rehabilitation, Treatment, and CPC's programs and services which include: reducing or eliminating anti-social behavior and ideation, as well as reducing or eliminating criminal behavior.

Meetings

Participate in meetings held by COUNTY or COUNTY'S designees as related to Probation Programming and CPC services and (if applicable) cooperate in the data collection for CONTRACTOR'S particular component and will provide data as requested by the COUNTY Program Evaluator.

Training

CONTRACTOR will participate in at least one (1) training on Evidence-Based Practices per year. COUNTY hosts training events periodically and will invite CONTRACTOR to participate as needed.

CONTRACTOR will attend all assigned training as directed by COUNTY and participate in Quality Assurance to ensure program fidelity.

COUNTY SHALL SUPPORT THE SERVICE DELIVERY MODEL AND BE RESPONSIBLE FOR THE FOLLOWING:

Coordination of referrals and support in engaging clients.

Provide a referral package to include pertinent client information including a completed and signed Release of Information, case history information, family background, and information on multi-disciplinary case plans, as available.

Facilitate regular multi-disciplinary team meetings to ensure collaboration and communication between partner agencies and service providers.

Provide Case Management services to ensure continuity of care between agencies, communication, appropriate modifications of case plans, and assistance in reengagement as needed.

Appoint a Program Liaison (Probation Staff) to provide program oversight, support, problem solving, and change approvals.

Regular communication with CONTRACTOR to monitor contract performance, address issues, and problem solve.

Provide furniture, supplies, and equipment to include but not limited to, a desk, chair, paper, copier, telephone, and computer that is connected to the County of Solano network if necessary for Contractor to provide services under this contract.

3. Effectiveness of Contract.

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political Subdivision of the State of California

A BETTER WAY

By: Birgitta E. Corsello
Birgitta E. Corsello, County Administrator

By: [Signature]

APPROVED AS TO FORM

By: [Signature]
County Counsel, Deputy