

CONTRACT AMENDMENT

PLACER COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

DESCRIPTION: Youth Prevention Programs
CONTRACT NO. HHS000142-B
BEGINS: July 1, 2020
ENDS: June 30, ~~2022~~ **2023**
ADMINISTERING AGENCY: Health and Human Services, Children's System of Care

Description: Second amendment to this contract with BOYS AND GIRLS CLUB OF NORTH LAKE TAHOE to extend the contract term for a period of one year and increase compensation as appropriate to the addition of services.

WHEREAS, County of Placer (COUNTY) has contracted with BOYS AND GIRLS CLUB OF NORTH LAKE TAHOE to provide youth prevention programs in the Tahoe area, and

WHEREAS, COUNTY wishes to exercise its second option to extend the contract term for one year, and

WHEREAS, CONTRACTOR has agreed to provide services to assist in this venture as a continuation of services already provided, and

WHEREAS, it is necessary to modify the current agreement to extend the contract term and increase compensation commensurate with the additional time of services,

NOW, THEREFORE, IT IS AGREED BY BOTH PARTIES THAT, EFFECTIVE JULY 1, 2020 the following amendment is made to the original contract, additions are shown in bold, italics, and underline, and deletions are shown in strike-through:

1. Section 1, SERVICES, is hereby amended as follows:
 1. SERVICES: CONTRACTOR agrees to provide COUNTY with youth prevention programs in the Tahoe area, as set forth in Exhibit A-1, titled **Revised** Scope of Services, attached hereto and incorporated herein by this reference.
2. Section 3, PAYMENT, is hereby amended as follows:
 3. PAYMENT: COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B-4 ~~-2~~, titled Revised Payment Provisions. The payment specified in Exhibit B-4 ~~-2~~ shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed SIXTEEN THOUSAND EIGHT HUNDRED FIFTY-TWO DOLLARS (\$16,852). If one of the additional one-year options to extend this Agreement is exercised as set forth in Section 11 below, the contractual amount will increase in an amount not to exceed SIXTEEN THOUSAND EIGHT HUNDRED FIFTY-TWO DOLLARS (\$16,852) for a total contractual obligation not to exceed THIRTY-THREE THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$33,704) if the first option is exercised. If both of the additional one-year options to extend this Agreement are exercised as set forth in Section 11 below, the contractual amount will increase in an additional amount not to exceed ~~SIXTEEN THOUSAND EIGHT HUNDRED FIFTY-TWO DOLLARS (\$16,852)~~ **TWENTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-TWO DOLLARS (\$28,852)** for a total contractual obligation not to exceed ~~FIFTY THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS (\$50,556)~~ **SIXTY-TWO THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS (\$62,556)** if the second option is exercised. This rate shall be inclusive of all CONTRACTOR costs,

including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

3. The first paragraph under Section 5, INVOICES, is hereby amended as follows:
 - 5.1 CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1st and June 15th shall be received by COUNTY by 5pm June 20th, and invoices for actual services provided between June 16th and June 30th shall be received by COUNTY by 5pm July 15th. For all other contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit B-4 ~~-2~~, titled Revised Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30 day timeline.
4. Section 6, EXHIBITS, is hereby amended as follows:
 6. EXHIBITS: All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A-1, Exhibit B-4 ~~-2~~, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
5. COUNTY is exercising its second option to extend this agreement as indicated in Section 11. The contract term is hereby extended for a period of one year, and the amended expiration date shall be June 30, 2023.
6. Exhibit B, Payment Provisions, is hereby amended as shown in Exhibit B-2, Revised Payment Provisions, attached hereto and incorporated herein by this reference.
7. All other terms and conditions of the original contract shall remain unchanged, and in full force and effect.

// Signatures on the following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this contract amendment as of the day first above stated:

<p>BOYS AND GIRLS CLUB OF NORTH LAKE TAHOE ("CONTRACTOR")*</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p><input type="checkbox"/> Chair of the Board, <input type="checkbox"/> President, or <input type="checkbox"/> Vice President</p> <p>Date: _____</p>
<p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p><input type="checkbox"/> Secretary, <input type="checkbox"/> Asst. Secretary, <input type="checkbox"/> Chief Financial Officer, or <input type="checkbox"/> Asst. Treasurer</p> <p>Date: _____</p>

<p>COUNTY OF PLACER ("COUNTY")</p> <p>_____</p> <p>Robert L. Oldham, Director, Department of Health & Human Services</p> <p>Date: _____</p>
<p>Approved as to Form Office of Placer County Counsel</p> <p>_____</p> <p>Date: _____</p>

EXHIBITS:

- Exhibit A-1 – **Revised** Scope of Services
- Exhibit B-4 -2 – Revised Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – HIPAA Business Associate Agreement-Addendum
- Exhibit E – Reporting Exhibit

With the exception of B-2, exhibits are not attached. Please reference the original contract for those exhibits, which remain unchanged.

*Contract amendment must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract amendment, even if it is the same as the previous year.

SCOPE OF SERVICES
Youth Prevention Programs

1. Introduction:

The Boys & Girls Clubs of North Lake Tahoe (BGCNLT) shall provide a safe and positive environment for youth to access to year-round prevention activities and programs outside of school hours. These prevention activities and programs provide high-risk youth with skills, inspiration, motivation, and tools to help reduce risk factors and increase protective factors. The Tahoe Truckee region presents unique and challenging situations for families and youth, including unreliable seasonable work, both physical and cultural isolation, and issue with legal status. BGCNLT utilizes an evidence-based "Positive Action" program provided and support by the Boys and Girls Club of America, as well as locally developed activities, leagues and clubs designed with the community's specific needs and interests in mind. BGCNLT operates one Placer County clubhouse currently at the Kings Beach Clubhouse in King Beach and two Nevada County clubhouses currently at Truckee Elementary School and Alder Creek Middle School in Truckee.

2. Contractor Requirements:

Contractor shall offer year-round out-of-school time prevention activities and programs to youth in Placer County and Nevada County intended to reduce risk factors and/or increase protective factors that lead to improved mental and emotional functioning.

3. Scope of Work:

3.1. Contractor shall operate their Placer County clubhouse currently at the Kings Beach Clubhouse in King Beach and their Nevada County clubhouses currently at Truckee Elementary School and Alder Creek Middle School in Truckee after regular school hours until 6:00 pm. Monday through Friday. Services shall be youth friendly and integrate youth input as often as possible. In addition to after-school programming, BGCNLT will participate in locally developed activities, leagues, clubs and events targeted to youth and families in the community.

3.2. Contractor shall provide 30 Club members from the Kings Beach site and 30 Club members from the Truckee Elementary School site with a year-long evidenced-based "Positive Action" program. The "Positive Action" curriculum is designed to promote a healthy self-concept in youth and provide tools and techniques that can improve on the social-emotional competency, academics, behavior as well as mental and physical health.

3.3. Contractor shall train staff members and adult volunteers in basic mental health symptoms and signs of suicide, how to access immediate mental health services and how to connect youth and families to community mental health resources.

3.4. **Contractor shall provide a Manager of Teen Services to oversee Teen recruitment, programming, and collaboration with local agencies to provide prevention services during the summer months. Special focus will be placed in the summer and coming school year, to connect with local resources to provide targeted mental health support.**

~~3.4~~ **3.5** Contractor shall make all attempts to have staff and/or adult volunteers that are bi-lingual Spanish, and preferably bi-cultural, to be reflective of the community.

~~3.5~~ **3.6** Contractor shall offer primary prevention services. Contract shall provide universal prevention information on suicide prevention, stress reduction, mental health and health awareness, or other information. Contractor shall provide selective prevention through youth development staff, peer mentoring, adult volunteers, and linkage to support groups on stress, anxiety, depression, or other mental wellness topics.

4. Outcomes:

- 4.1. 30 Club members, consisting of children from each grade 1st through 4th, shall complete the Positive Action program at the Kings Beach site.
- 4.2. 30 Club members, consisting of children from each grade 1st through 4th, shall complete the Positive Action program at the Truckee Elementary School site
- 4.3. 95% of participants showed a positive change on key indicators of success such as academic performance, behavior, social/emotional & character, physical health and mental health utilizing the Positive Action evaluation tools.
5. Assessment and Referral: Contractor shall assure that the staff providing the service are trained and knowledgeable about safety issues, mandated reporting requirements, mental health and substance use issues and can make necessary referrals and linkages to appropriate resources to meet the needs that arise.
6. Outreach and Engagement: Develop an outreach and engagement strategy to assist in the dissemination of mental health and wellness related information and stigma reduction and to recruit and retain key stakeholders.
7. Focus Population: Placer County Youth: ages 3-18 and their families.
8. Staff Orientation: All staff shall receive a program orientation that includes information on program goals and objectives, policies and procedures, job duties and responsibilities and standards of performance. All employee files shall contain signed confirmation that an orientation was provided that meets these requirements.
9. Training: Training shall be designed to ensure that all program requirements are met and that, in addition, all staff are capable of assessing risk and making appropriate and timely referrals as warranted by the participants. Completion of training shall be documented in each employee's file.
10. Recordkeeping: The Contractor shall maintain detailed records of participant enrollment and participation and measurable outcomes and any other data required for monthly, quarterly and annual reports as outlined in Exhibit E.
11. Site Requirements: Services are primarily provided at the clubhouse locations during non-school hours, year around.
12. Computer/Data Requirements: The contractor must have the capability of a reliable internet connection for entering data into a county-provided MHSA data portal and creating data spreadsheets and electronically sending data reports as requested to the County MHSA Coordinator or designee.
13. Budget/Allowable Costs: Funds may be used for staffing, purchasing curriculum and supplies, evaluation costs, and other operating expenses that are directly related to the planning and

implementation of the Boys & Girls Club of North Lake Tahoe. Funds may not be used to renovate or purchase a facility.

14. Required Program Documentation: The Contractor shall participate in a county driven program evaluation to include, but not limited to, program/activity outcomes (e.g., demographic information, consumer satisfaction, cost effectiveness data, etc.), and client outcomes, if applicable. Contractor shall submit reports and data in accordance with Exhibit E. All Contractors are subject to modification of data collection, fiscal reporting, and evaluation practices in accordance with MHS regulatory authorities.
15. Program Acknowledgement in Distribution of Information: All Mental Health Services Act-funded activities, brochures, advertisements, flyers, electronic media, goods, publications, etc. must include the following acknowledgement: "Funding has been provided, in part, by the County of Placer Mental Health Services Act."
16. Community Planning Process: Contractor shall participate in MHS Community Planning Process (i.e., Campaign for Community Wellness) and/or sub-committees.
17. Mental Health Cost Report: Pursuant to Section 14705 (c) of the California Welfare and Institutions Code, COUNTY must provide cost reporting to the State in relation to this contract. CONTRACTOR agrees to provide COUNTY with an annual cost report in accordance with the California Department of Health Care Services (DHCS) requirements no later than October 31st for the preceding fiscal/contractual year.

It is agreed between COUNTY and CONTRACTOR that the report referenced above is intended to represent the CONTRACTOR'S actual cost as presented in the required year-end cost report. Should the year-end cost report reflect a rate that is less than that stated herein, CONTRACTOR agrees to reimburse COUNTY for all amounts paid in excess of the year-end cost report rate. Reimbursement shall be remitted to COUNTY not later than December 31st for the preceding fiscal/contractual year.

18. Cultural Competence: CONTRACTOR shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 10-02, 2010 Cultural Competence Plan Requirements (CCPR), which establishes new standards and criteria for the entire County Mental Health System, including Medi-Cal services, MHS, and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHS, and/or Realignment.
19. Completion of Services: All services described in this Agreement shall be completed and all funds allocated hereunder must be fully expended by no later than June 30, 2021.

REVISED PAYMENT PROVISIONS

This is a cost reimbursement contract. CONTRACTOR will be reimbursed based on its actual cost, in accordance with the two budgets below, and subject to other limitations and specifics contained in this Agreement and at law.

In the event a budget change is required, CONTRACTOR shall submit to COUNTY any data requested by COUNTY to explain how CONTRACTOR intends to accommodate the required budget change. All such requested documents shall be forwarded to COUNTY by CONTRACTOR no later than 30 days after COUNTY issues a notice to CONTRACTOR of the change in budget.

This payment provision is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement, and limited to moving identified funding amounts between lines while not exceeding the yearly maximum budget.

Youth Prevention Programs
Budget

Salary & Benefits	MHSA Prevention 2020-2021	MHSA Prevention 2021-2022	<u>MHSA Prevention 2022-2023</u>
KB Clubhouse Manager			
KB Youth Development Professionals			
TES Clubhouse Manager			
TES Youth Development Professionals			
Director, Fund Development			
Subtotal Salaries & Benefits	\$16,194	\$16,194	<u>\$26,400</u>
Supplies/Equipment			
Program Curriculum			
Supplies			
Incentives/End of Program Party			
Subtotal Supplies/Equipment	\$658	\$658	<u>\$2,452</u>
Total Expenses	\$16,852	\$16,852	<u>\$28,852</u>
Total Expenses 2020-2022 <u>2023</u>		\$33,704	<u>\$62,556</u>

Invoices shall be itemized by client and services provided according to the budget above.

Purchase of cash equivalents including, but not limited to, gift cards and cash stipends shall require the CONTRACTOR to submit a full accounting of the distribution of such cash equivalents to the individual recipients on a quarterly basis throughout the term of this Agreement, including recipient name, signature, amount, date of distribution, the form of distribution (i.e. cash stipend or gift card) and the merchant name if the distribution is in the form of a gift card or comparable instrument. All cash equivalents that are purchased but not distributed prior to the expiration or termination of this Agreement shall be surrendered to the COUNTY, and any balance that is not reconciled shall be refunded by CONTRACTOR to the COUNTY within 30 days.