

SECOND AMENDMENT
SERVICE AND LICENSE AGREEMENT

This Amendment #2 supplements the Consulting Services and License Agreement (“Agreement”) relating to the Maternal Depression Treatment Program “Moving Beyond Depression” made effective as of June 1, 2015, and Amendment #1 made effective as of June 28, 2016, by and between Nevada County Public Health Department (“Licensee”), and Every Child Succeeds, Inc. (“Licensor”). Said Amendment #2 will amend the prior Agreement between the parties, as approved per Resolutions 15-196, and as first amended per Resolution 16-296.

RECITALS

WHEREAS, Licensor has developed the Maternal Depression Treatment Program (MDTP) which includes the psychological treatment entitled “In-Home Cognitive Behavioral Therapy (IH-CBT)” (“Program”) which includes implementation materials (“Materials”), and provides consulting services to licensees to assist in the implementation of the Program using some or all of the Materials; and

WHEREAS, Licensee desires to amend their Agreement and continue the Program with modifications.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

- 1.1 The term of the Agreement is extended from July 1, 2017 through June 30, 2018.
- 1.2 The Exhibit A, Description of Services, is hereby modified to reflect a reduction from 3 to 2 contract therapists, as set forth in the revised Exhibit A, attached hereto and incorporated herein.
- 1.3 The total Agreement amount is increased from \$36,717.32 to \$42,901, as set forth in the revised Exhibit B - Budget, attached hereto and incorporated herein.
- 1.4 All other terms and conditions of the Agreement remain unchanged and in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be bound from the date set forth above.

EVERY CHILD SUCCEEDS, INC.

COUNTY OF NEVADA

By: _____
Name: Judith B. Van Ginkel
Title: President
Date: _____

By: _____
Hank Weston
Chair, Board of Supervisors
Date: _____

Attest:

Julie Patterson Hunter
Clerk of the Board of Supervisors

Approved as to Form:

County Counsel

MOVING BEYOND DEPRESSION—EXHIBIT A DESCRIPTION OF SERVICES

Licensee will:

1. Utilize 2 contract staff with Masters-level training in social work, psychology, or counseling and with prior training in cognitive behavioral therapy and experience with treating adult depression to serve as therapists and implement the Program.
2. Utilize a Master's level team leader with a background in cognitive behavioral therapy, treatment of adult depression, and experience diagnosing and treating serious mental illness.
3. Cover travel expense for therapists to attend training in Cincinnati by Licensor.
4. Ensure that therapists and supervisors are available for Clinical Consultation and Support Calls.
5. Ensure that home visiting leadership is available for Implementation of Consultation and Support Calls.
6. Not add new therapists or supervisors without having them trained by Licensor in Cincinnati through an amendment to this contract, unless otherwise agreed to in writing by the parties.

Licensee's agencies in the communities will:

1. Ensure Program implementation consistent with all Materials and other written requirements
2. Systematically screen mothers in home visiting using a standard depression screen in order to generate referrals into the Program.

Licensor will:

1. Develop implementation plan based on site visit and discussion with home visiting agencies.
2. Train home visitors and site administration in screening and referral procedures.
3. Schedule and provide 2 therapists with an intensive, two-day training in IH-CBT in Cincinnati.
4. Provide Licensee therapists and the supervisors with the IH-CBT manual and IH-CBT clinical tools.
5. Conduct regularly scheduled on-site and telephone conversations to support program leadership in effectively identifying and recruiting eligible mothers into the Program.
6. Conduct regularly scheduled on-site and telephone conversations to support therapists in effectively implementing the Program.
7. Review a sample of audiotapes of IH-CBT sessions to ensure quality and fidelity to the treatment model.

Dates of Service Delivery: As mutually agreed upon.

Fees:

1. Licensee will compensate Licensor \$42,901 for the three year Term based on the attached Exhibit B - Budget.

2. Licensee will compensate Licensor according to the following schedule:

- June 1, 2015 – June 30, 2017 \$34,461.00
 - Upon execution of Services and License Agreement for annual license fees
 - Upon completion of training at Licensee's home visitors and other personnel at Licensee's site for Licensor staff time, travel and lodging
 - Upon completion of IH-CBT training of therapists and supervisor in Cincinnati
 - Quarterly for oversight and accountability calls, data collection and analysis

- July 1, 2017 – June 30, 2018 \$ 8,440.00
 - Annual license fees
 - Quarterly for oversight and accountability calls, data collection and analysis

3. Licensee will pay all invoices within forty-five (45) days of receipt.

EXHIBIT B
Budget

Activities	Billed
TOTAL Year 1 June 1, 2015 - June 30, 2016	\$19,119.00

Activities	Billed
Total Year 2 July 1, 2016 - June 30, 2017	\$15,342.00

Activity	Client Staff	Staff	Time	Proposed
Organization licensing fee	1			\$ 2,500.00
Therapist licensing fee	2 PT therapists			\$ 2,750.00
OT&S calls		Michelle & clinical staff	4 calls 1 hour each	\$ 1,063.30
Leadership calls		Bob & Michelle	2 calls 1 hour each	\$ 531.70
Data collection and analysis		Bob, Toni		\$ 1,595.00
Total Year 3	July 1, 2017 - June 30, 2018			\$8,440.00

Total	\$42,901.00
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