

# RESOLUTION NO. 17-372

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 2 TO THE SERVICES AND LICENSE AGREEMENT WITH EVERY CHILD SUCCEEDS, INC. (ECS) (RES 15-196; RES 16-296)

WHEREAS, per Resolution 15-196, the Board of Supervisors approved the Agreement with Every Child Succeeds, Inc. (ECS) for the contract term of June 1, 2015 through May 31, 2017 for the provision of program materials and consulting services for implementation of Contractor's Moving Beyond Depression Program in connection with the County's CHVP (California Home Visiting Program); and subsequently approved Amendment No. 1, increasing the maximum Agreement amount to \$36,717.32 and extending the Agreement termination date to June 30, 2017; and

WHEREAS, maternal depression makes home visiting programs less effective and implementing the Moving Beyond Depression Program, will provide evidence-based treatment for mothers, leveraging home visiting services to reduce or eliminate their depression and help them create healthy home environments, benefitting Nevada County mothers and their children; and

WHEREAS, the parties desire to renew and amend their Agreement per Amendment No. 2 to: 1) extend the contract termination date; 2) increase the maximum Agreement amount; 3) modify the Exhibit A, Description of Services and Exhibit B, Budget to reflect a reduction from 3 to 2 therapists and the increase in the maximum amount.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the renewal and Amendment No. 2 to the Services and License Agreement by and between the County and Every Child Succeeds, Inc. (ECS) pertaining to the provision of implementation materials and consulting services related to implementation of the Moving Beyond Depression Program, which extends the Agreement termination date from June 30, 2017 to June 30, 2018; increases the maximum Agreement amount from \$36,717.32 to \$42,901 (an increase of \$6,183.68); and revises Exhibit A, Description of Services to reflect a reduction from 3 to 2 therapists; and revises Exhibit B, Budget to reflect an increase in the maximum contract amount for the Agreement term of June 1, 2015 through June 30, 2018, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment No. 2 on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40114-492-3425/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of July, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Hank Weston, Chair

7/11/2017 cc: PH\*  
AC\* (Hold)

7/20/2017 cc: PH\*  
AC\* (Release)  
ECS, Inc.

**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 renew and amend the prior Agreement between the parties, as approved per Resolutions #15-196 and 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 renew and amend their Agreement and continue the Program with modifications;

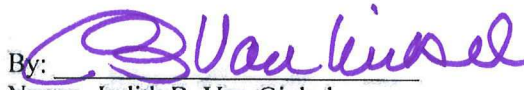
**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

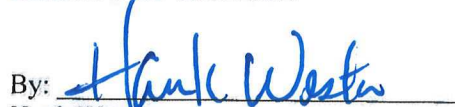
- 1.1 The term of the Agreement is extended from July 1, 2017 through June 30, 2018.
- 1.2 The Exhibit A, Description of Services is hereby modified, to reflect a reduction from 3 to 2 contract therapists, as set forth in the revised Exhibit A, attached hereto and incorporated herein.
- 1.3 The total 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

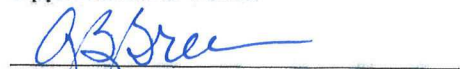
By:   
Name: Judith B. Van Ginkel  
Title: President  
Date: 7/17/17

By:   
Hank Weston  
Chair, Board of Supervisors  
Date: 7/18/2017

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**

<b>Activities</b>		<b>Billed</b>
<b>TOTAL Year 1</b>	<b>June 1, 2015 - June 30, 2016</b>	<b>\$19,119.00</b>

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

<b>Activity</b>	<b>Client Staff</b>	<b>Staff</b>	<b>Time</b>	<b>Proposed</b>
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
<b>Total Year 3</b>	<b>July 1, 2017 - June 30, 2018</b>			<b>\$8,440.00</b>

<b>Total</b>	<b>\$42,901.00</b>
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