

**AMENDMENT #1 TO THE**  
**SERVICES AND LICENSE AGREEMENT**  
**Moving Beyond Depression (MBD)**

This Amendment #1 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 by and between Nevada County Public Health Department ("Licensee"), and Every Child Succeeds, Inc. ("Licensor").

**RECITALS**

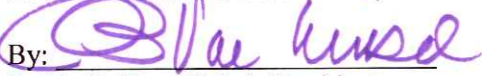
**WHEREAS**, Licensor has developed the Maternal Depression Treatment Program (MDTP) which includes the psychological treatment entitled "In-Home Cognitive Behavioral Therapy (IH-CBT)" ("Program") which includes implementation materials ("Materials"), and provides consulting services to licensees to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

**WHEREAS**, Licensee desires, and Licensor agrees, to amend the Agreement to extend the term and to include additional training and support services provided by Licensor to Licensee.

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

- 1.1 The Exhibit A, Description of Services and Exhibit B, Fee Schedule, are hereby modified, as attached hereto and incorporated herein, to include training and support of two additional part-time therapists.
- 1.2 The term of the Agreement is extended from June 1, 2015 through June 30, 2017.
- 1.3 The total contract amount is increased from \$32,216.20 to \$36,717.32, as set forth in the revised Exhibit A, attached hereto and incorporated herein.
- 1.4 That in all other respects the prior Agreement of the parties shall remain in full force and effect except as amended herein.

**EVERY CHILD SUCCEEDS, INC.**

By:   
Judith B. Van Ginkel, President  
c/o Children's Hospital Medical Center  
3333 Burnet Avenue  
Cincinnati, Ohio 45229-3039

Date: 6/10/16

**COUNTY OF NEVADA**

By: \_\_\_\_\_  
Dan Miller  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

**Approved as to Form:**

\_\_\_\_\_  
County Counsel

**MOVING BEYOND DEPRESSION—EXHIBIT A  
DESCRIPTION OF SERVICES**

**Licensee will:**

1. Utilize 3 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 Licensed Psychotherapist 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 beyond those already contemplated herein without having them trained by Licensor in Cincinnati through an amendment to this contract.

**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 licensed psychotherapists with an intensive, two-day training in IH-CBT in Cincinnati.
4. Provide Licensee's psychotherapists 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 \$36,717.32 for the two year Initial Term according to the budget attached in Exhibit B.
2. Licensee will compensate Licensor according to the following schedule:
  - June 1, 2015 – May 31, 2016 \$19,118.32
    - 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
  - June 1, 2016 – June 30, 2017 \$ 17,599.00
    - Annual license fees
    - Quarterly for oversight and accountability calls, data collection and analysis and training.
    - Licensor will invoice Licensee for the additional fees upon completion of training and ongoing support.
3. Licensee will pay all invoices within forty-five (45) days of receipt.

**Exhibit B  
Fee Schedule**

Year	Activity	Client staff	Staff	Time	Extra Info	Cost
1	Consulting and Support for 2 day program planning and training of Home Visitors (HV)		Bob & Michelle			\$5,940.00
1	Travel to train HV's		2		Grass Valley, CA	\$2,723.00
1	Therapist, team lead training in Cincinnati	2 PT Therapists & 1 PT Team Lead	Amy, Bob, Erica, Laura, & Michelle			\$2,552.00
1	Training material production	3 people				\$42.06
1	Organization Licensing Fee	1				\$2,500.00
1	Therapist Licensing Fee	2 PT			\$687.50/each	\$1,375.00
1	OT&S calls	2 PT	Michelle & Clinical Staff	9 calls, 30 min		\$2,570.17
1	Leadership calls	5 calls	Bob & Michelle	5 calls, 1 hr each plus 10 hrs of consulting calls		\$815.10
1	Data collection & analysis		Bob, Ted, ECS Data Coordinator	10 hours		\$376.29
1	Audio Review		Clinical Staff	6 hrs/each PT Therapist		\$224.70
<b>TOTAL for YEAR 1</b>						<b>\$19,118.32</b>
2	Organization Licensing Fee	1				\$2,500.00
2	Therapist training in Cincinnati	2 PT Therapist	MBD Staff			\$2,552.00
2	Training material production	2			\$29/person	\$58.00
2	Food & Drink	2			\$50/person	\$100.00
2	Manual Prep Time	2				\$68.00
2	CBT Course Text	2				\$98.00
2	Therapist Licensing Fee	3 PT			\$1375 each	\$4,125.00
2	OT&S calls	13 calls	Michelle & Clinical Staff	12 calls, 1 hr each		\$3,456.00
2	Leadership calls	2 calls	Bob & Michelle	3 calls, 1 hr each		\$1,595.00
2	Leadership calls		Bob & Michelle	10 hrs consulting		\$1,329.00
2	Audio Review		Clinical Staff			\$1,718.00
<b>TOTAL for YEAR 2</b>						<b>\$17,599.00</b>
<b>TOTAL CONTRACT</b>						<b>\$36,717.32</b>