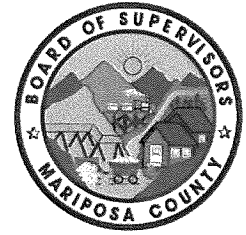


MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-370

MEETING: June 22, 2021
TO: The Board of Supervisors
FROM: Shannon Gadd, Health and Human Services Agency Director
RE: Quest Community Counseling Early Intervention Services Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve an agreement with Quest Community Counseling Services in an amount not to exceed \$158,500 to provide early intervention services for individuals living with a mental illness; and authorize the Board of Supervisors Chair to sign the agreement.

Under the Mental Health Services Act (MHSA) of 2004, California imposes a 1% tax on personal income in excess of one million dollars. Local County Mental Health Programs are distributed this money to operate a MHSA program with the goal of increasing access and services for underserved and unserved populations. Through Quest Community Counseling Services, Mariposa County Health and Human Services Agency (HHSA) will use MHSA Prevention and Early Intervention (PEI) funds to provide early intervention services that specifically target school aged youth who have a family history of neurological, behavioral, socioeconomic and environmental challenges.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved the most recent agreement with Quest Community Counseling Services for mental health services on July 21, 2020 through Resolution No. 2020-420.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the agreement is not approved, HHSA will miss a significant opportunity to improve the long-term outcomes of youth throughout Mariposa County.

FINANCIAL IMPACT:

This contract will be paid with MHSA Prevention and Early Intervention Funds. There is no impact to the County General Fund.

ATTACHMENTS:

Quest PEI Agreement 2022 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT FOR EARLY INTERVENTION SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 22nd day of June, 2021 by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Quest Community Counseling (“Contractor”), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform early intervention services as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$158,500. Contractor’s hourly rates are listed in Exhibit B, “Cost Proposal.” County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

4. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence of willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

Quest Community Counseling
5037 Bullion Street
Mariposa, CA 95338

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA



zorrosign 5188D71E095

Marshall Long, Chair
Board of Supervisors

CONTRACTOR



zorrosign 5188D71E0A9

Scott Seymour, Executive Director

COUNTERSIGNED:

(Government Code §25103)



zorrosign 5188D71E09F

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:



zorrosign 5188D71E08B

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity Contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

1. Program Description and Purpose:

- a. Contractor shall continue to develop, maintain, and document an early intervention program to address and promote recovery. Service and Interventions should be designed to reduce symptoms and/or improve recovery, including mental, emotional, and relational functioning.
- b. Contractor shall provide Enrichment Programs:
 - i. Programs that will be offered for students grade 6 – 12th who have been identified as being at risk due to reported history of neurological, emotional/behavioral, socio/economic, and environmental challenges. Students who fall into this at-risk category will be identified and referred to these programs. Locations of these programs may vary depending on restrictions being implemented by the school district.
 - ii. Students will be screened to identify the most appropriate students for each of the programs listed below. The goal is to identify students in need using the school personnel and staff presence on campus. A check in program will be utilized two days a week on campus (barring no COVID-19 restrictions prohibit this) to survey the population and refer students to appropriate programs utilizing the PHQ-2, GAD-2, and the Adverse Childhood experiences (ACE) Assessment. To qualify, students must have an ACE score of at least four (six for Sacred Rok), or; a score of three or more on the PHQ-2 or GAD-2, or; be reporting symptoms of stress (anxiety, depression, etc.) or showing academic decline that could be due to social/emotional challenges. Targeted negative outcomes include, but are not limited to: anxiety, depression, PTSD, ADHD, ODD, conduct disorder, anger, suicidal/homicidal ideations, and stress resulting in negative behaviors at home and school.
 - iii. Programs include: Self esteem building, psychology skills course, horse therapy, yoga, and sacred rok- psycho-education.
 1. Self Esteem Building:
 - a. Self defense and somatic therapy will be used as a medium for health and healing. The program is geared towards cultivating self-esteem and victimization rehabilitation through teaching the empowering tools of self-defense, setting boundaries through assertive communication, body language, and posture to help students process and release the challenges and/or

traumas of victimization they've endured and learn to cope positively.

- b.** Activities include, but are not limited to psycho-education on stress reduction (mindfulness, journaling, breathing techniques, healthy boundaries, and empowered communication skills), and somatic therapy techniques that help students to increase awareness of how their past challenges are showing up in their minds and bodies as stress and tension, and to learn how to use esteem building physical exercise as a tool for releasing stored trauma. Students will learn how to identify somatic sensations and emotions, so that they can have an increased awareness of how they are feeling.

2. Psychology Skills Course:

- a.** This program will be provided for identified at risk youth that are struggling to engage with teachers, family members, and/or peers in a healthy and productive manner. The group course content will include information on psychology skills, healthy communication, implementation of healthy coping skills, peer mentoring, and problem solving/resolution techniques.
- b.** Activities include, but are not limited to: psycho-education on therapeutic techniques (building rapport, active listening, reflecting, holding space), psycho-education on therapeutic theory (CBT, DBT, mindfulness based stress reduction, and non-violent communication), interactive games related to mental health, and peer mentoring processing sessions.

3. Horse Therapy:

- a.** Horse therapy will be used as medium for health and healing. The program is geared towards cultivating increased awareness and use the powerful horse/human connection to help students process and release the challenges they've been harboring and learn to cope positively.
- b.** This program will include mindfulness-based stress reduction while working with horses. Students will learn to connect to their breath and use it as an indicator of what is going on for them mentally and emotionally. Students will learn that changing their breathing patterns can improve their mental and emotional states. Students will learn to use their breath as a coping mechanism to down regulate their nervous system when facing fearful or challenging situations. Once students learn to do this with a horse, they will be able to do this in other areas of their lives as well. Learning this important skill can help improve current mental health issues, as well as prevent future symptoms from emerging.

- 4. Yoga:
 - a. Yoga will be used as a medium for health and healing. This program is geared towards increasing awareness of the mind/body connection, teaching healthy coping/life skills and decreasing mental health challenges in the identified student population.
 - b. Program activities may include, but are not limited to: psycho-education on stress reduction, somatic therapy, and cognitive behavioral techniques that help students to increase awareness of how their thoughts influence their emotions and somatic sensations, they can learn to mindfully choose a healthy way to resolve their negative thoughts and emotions.
- 5. Sacred Rok:
 - a. Outdoor exploration will be used as a medium for health and healing. This program is geared towards cultivating increased awareness using mindfulness-based practices to help students process and release challenges and learn to cope positively.
 - b. Students must be reporting severe symptoms of mental illness or showing severe academic decline that could be due to social/emotional challenges.
 - c. Program activities may include but are not limited to psycho-education on nature and stress reduction. Interventions (such as mindfulness-based stress reduction, journaling, breathing techniques, meditation, and direct connection to nature) and self-care (identifying emotional needs and learn how to tend to those needs in a respectful and compassionate matter.
- iv. Enrichment programs are intended to address conditions early in its manifestation, to curb the decline in functioning and promote wellness in the youth of Mariposa.
- v. Each program will be operated from a strengths-based trauma informed perspective. Conflict resolution and de-escalation techniques will be utilized if necessary.
- vi. Enrichment program curriculum will be created and directed by a Quest Counseling Licensed Mental Health Clinician. All program curriculum will be presented by a Licensed Mental Health Clinician or a Mental Health Professional directly supervised by the Licensed Mental Health Clinician. All Mental Health Professional Staff will have a master's level education allowing them to guide mental health activities under the direct supervision of a Licensed Mental Health Clinician. Psychotherapy will only be provided by a Board approved Mental Health Professional.
 - 1. Partnering agencies (Sacred Rok instructor, Horse Program instructor, Self-Esteem building instructor) will be working within their professional area of expertise and not providing mental health services.

All partnering agency staff will have to attend an extensive training program provided by Quest Counseling to ensure their ability to provide a positive environment free of re-traumatization.

2. Quest staff will be responsible for all mental health program activities and will utilize partner agencies as supports in their professional areas throughout the program.
- c. Contractor shall provide Mental Health Student Check ins:
 - i. Program geared towards grades 9 – 12th. Will be provided to students based on identification by MCUSD as needing or requesting further services.
 - ii. These services can be provided in person, on school campus, or even virtually.
 - iii. This program also includes an aspect of teacher/student conflict resolution and classroom re-integration.
 - iv. This program will require a master’s level mental health staff member to be on a MCUSD school site two full days a week while school is in session.
- d. Contractor shall provide Teacher/Staff Training:
 - i. A training series geared towards helping teachers learn the best practices for resolving conflict in the classroom, building positive relationships with students, and creating strength-based classroom environments using trauma informed care and principles.
 - ii. This program will be led by a master’s level instructor and co-instructor
 - iii. This program will be geared towards all high school level staff at MCUSD.
- e. Contractor shall collaborate with the COUNTY MHSA administrative staff on the development, implementation, and evaluation of the programs and services.

2. **Background:**

- a. **In November 2004, California Voters passed Prop 63 also known as the Mental Health Services Acts (MHSA). The Act imposes a 1% tax** on personal income in excess of one million dollars. Local County Mental Health Programs are distributed this money to operate a MHSA program. The MHSA programs are intended to increase access and services for underserved and unserved populations.
- b. Early Intervention means treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness.
- c. Early Intervention Program Services shall not exceed eighteen months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years.
 - i. For the purpose of this section “serious mental illness or emotional disturbance with psychotic features” means schizophrenia spectrum and other psychotic disorders including schizophrenia, other psychotic disorders, disorders with psychotic features, and schizotypal (personality disorder.)

These disorders include abnormalities in one or more of the following five domains: delusions, hallucinations, disorganized thinking (speech), grossly disorganized or abnormal motor behavior (including catatonia), and negative symptoms.

- d. Early Intervention Programs and/or services may include services to parents, caregivers, and other family members of the person with early onset of a mental illness, as applicable.

3. Target Population:

- a. Contractor shall target school aged youth who have a family history of neurological, behavioral, socio/economic, and environmental challenges.

4. Objectives and Outcomes:

- a. Contractor shall continue to develop and maintain an Early Intervention prevention program that will provide evidence-based interventions. The program shall be aimed at measuring the reduction of prolonged suffering as referenced in Welfare and Institutions Code 5840, subdivision (d) that may result from untreated mental illness by measuring reduced symptoms and/or improved recovery, including mental, emotional, and relational functioning.
- b. Contractor shall select, define, and measure appropriate indicators that are applicable to the early intervention program (see performance management section).

5. Program Design and Service Description:

- a. Contractor shall adhere to all federal, state, and local laws, and regulations applicable to prevention programs.
- b. Contractor shall provide culturally and linguistically appropriate services in all threshold languages.
- c. Contractor shall ensure programs and services are implemented to help create access and linkage to treatment. “Access and Linkage to Treatment” means connecting children with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in onset of these conditions as practicable, to medically necessary care and treatment including, but not limited to, care provided by county mental health programs.
- d. COUNTY shall accept referrals and linkages from Contractor.
- e. Contractor shall ensure programs and services are designed, implemented, and promoted in ways that Improves timely access to mental health services for individuals and/or families from underserved populations. “Improving Timely Access to Services” means to increase the extent to which an individual or family from an underserved population as defined in Title 9 California Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental illness receives appropriate serves as early in onset as practicable, through program

features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services.

- i. Contractor shall provide services in convenient, accessible, acceptable, culturally appropriate settings such as primary healthcare, schools, family resource centers, community-based organizations, places of worship, shelters, and public settings unless a mental health setting enhances access to quality services and outcomes for underserved populations.
- f. Contractor shall ensure that programs and services are designed, implemented, and promoted using strategies that are non-stigmatizing and non-discriminatory. “Strategies that are Non-Stigmatizing and Non-Discriminatory” means promoting, designing, and implementing Programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming, and positive.
 - i. These approaches include, but are not limited to, using positive, factual messages and approaches with a focus on recovery, wellness and recovery, wellness, and resilience; use of culturally appropriate language, practices, and concepts; efforts to acknowledge and combat multiple social stigmas that affect attitudes about mental illness and/or about seeking mental health services, including but not limited to race and sexual orientation; co-illness and/or about seeking mental health services, including but not limited to race and sexual orientation; co-locating mental health services with other life resources; promoting positive attitudes and understanding of recovery among mental health providers; inclusion and welcoming of family members; and employment of peers in a range of roles.
- g. Contractor shall ensure that services and programs are provided throughout the fiscal year, not accumulated until the end.

6. Performance Management:

- a. Contractor shall ensure services are provided throughout the fiscal year, and report to the COUNTY, the number of individuals served each month.
 - i. Enrichment Programs:
 1. Self-Esteem Building program is expected to serve 30 students annually.
 2. Psychology Skills Course program is expected to serve 30 students annually.
 3. Horse Therapy program is expected to serve 30 students annually.
 4. Yoga-Increasing Awareness program is expected to serve 60 students annually.
 5. Sacred Rok – Psychoeducation is expected to serve 18 students annually.
 - ii. Student Check-ins is expected to serve 192 initial student contacts and 40 students who require ongoing contacts.

- iii. Teacher/staff training is expected to serve up to 40 teachers at the high school level impacting potentially 700 students.
- b. Contractor must provide a description of how each participant's early onset of a potentially serious mental illness will be determined and identified.
 - i. Enrichment Programs: Programs that will be offered for students grade 6 – 12th who have been identified as being at risk due to reported history of neurological, emotional/behavioral, socio/economic, and environmental challenges. Students who fall into this at-risk category will be identified and referred to these programs.
 - 1. Early childhood experiences with trauma has proven to exacerbate mental, physical, and emotional issues as adults. A large part of our county's youth have experienced a number of traumatic events in their young lives and are at risk for issues throughout their lifetime. ACES survey will be used to identify youth that are at risk of developing mental health issues later in life.
 - 2. Referred students will be administered a PHQ-2, GAD-2 and the Adverse Childhood Experiences (ACE) Assessment. To qualify, students must:
 - a. have an ACE score of at least 4 (6 for the Sacred Rok program) or;
 - b. a score of 3 or more on the PHQ-2 or GAD-2, or;
 - c. be reporting symptoms of stress (anxiety or depression) or showing academic decline that could be due to social/economic challenges.
 - ii. Student Check ins: Individuals will be identified by the Mariposa County Unified School District and referred to the program utilizing the PHQ-2, GAD-2, and the ACE scores.
- c. Contractor shall describe what outcomes/indicators will be used to measure the impacts of the programs and/or services to indicate a reduction of risk factors or an increase of protective factors.
 - i. A decrease in the severity of depression as indicated by a lower score on the PHQ-2 and a decrease in the severity of anxiety as indicated by a lower score on the GAD-2.
 - ii. A decrease in the number of students sent out of the classroom post conflict resolution training to teachers, as indicated by the number of students sent to the principle's office each month.
- d. Contractor shall manage the program to ensure data collection to support outcomes/indicators.
- e. Contractor shall collect demographic data for all participants and report monthly to COUNTY.
- f. Contractor shall describe how outcomes will be achieved.
 - i. Enrichment Programs (Self Esteem Building, Psychology Skills Course, Horse Therapy, Yoga, Sacred Rok):

Exhibit B
COST PROPOSAL

Contractor will invoice Mariposa County Health and Human Services Agency (**HHSA**) based on program totals. All invoices must have a completed monthly reporting form attached. Contractor shall be compensated for services satisfactorily performed in an amount not to exceed \$158,500 as set forth herein. The contract is not to exceed \$158,500.00

Compensation shall be based on satisfactory Contractor performance of all activities described in the Scope of Work, Exhibit A. Contractor shall continue throughout the year to develop, maintain, and document an early intervention program to address and promote recovery in the school setting and submit monthly reports with each invoice. In the event Contractor fails to perform activities as described, HHSA may deny all or part of the requested monthly invoice. In the event the school setting is closed entirely or in part due to COVID-19 or another emergency, Contractor may continue activities by telecommunications or other remote means; however, if Contractor is unable to perform activities, HHSA may deny all or part of the requested monthly invoice.

Budget Breakdown

I. Enrichment Programs Total = \$102,640.5

- a. Self Esteem Building = \$20,695.50
 - i. This program will be led in small groups of at least three students and will not exceed 10 students per group.
 - ii. Each group consists of 33 sessions.
 - iii. This funding allows for three different groups offered throughout the year reaching a minimum of nine students and a maximum of 30 students.
 - iv. Each group should be held on average, one hour per week depending on the academic calendar.
- b. Psychology Skills Course = \$12,915.00
 - i. This program will be led in groups of no less than five students and no more than 10 students per group.
 - ii. Each group consists of 35 sessions.
 - iii. This funding allows for three different groups offered throughout the year reaching a minimum of 15 students and a maximum of 30 students.
 - iv. Each group should be held on average, one and a half hours per week, depending on the school academic calendar.
- c. Horse Therapy = \$36,310.00
 - i. This program will be led in groups of no less than three students, and no more than 10 students per group.
 - ii. Each group consists of 42 sessions.
 - iii. This funding allows for three different groups offered throughout the year reaching a minimum of nine students, and a maximum of 30 students.
 - iv. Each group will be provided on an average of one and half hours per week, depending on the school academic calendar.
- d. Yoga Program = \$7,720.00

- i. This program will be led in groups of no less than five students, and no more than 15 students per group.
- ii. Each group will consist of 33 sessions.
- iii. This funding allows for four different groups offered throughout the year reaching a minimum of 20 students and a maximum of 60 students.
- iv. Each group will be provided on an average of one hour per week, depending on the academic school calendar.
- e. Sacred Rok = \$25,000.00
 - i. This program will be led in groups of no less than four students, and no more than six students per group.
 - ii. Each group of six students will consist of five day trips.
 - iii. This funding allows for three different groups offered throughout the year reaching a minimum of 12 students and a maximum of 18 students.

II. Student Check-Ins Total = \$50,524.00

- a. This program will include one master's level mental health staff member to be on a MCUSD school site two full days a week while school is in session and up to six hours a week during summer school.
- b. This funding allows for six initial contacts per week while school is in session and two initial contacts each week during summer school.
- c. This program is expected to serve up to 192 one time contacts, and up to 40 students requiring additional contacts.

III. Teacher Training Series Total = \$5,336.00

- a. This program will be administered to up to 40 teachers and indirectly impacting approximately 700 students.
- b. This funding allows for four trainings provided throughout the school year for MCUSD staff.

Any combination of the above programs may not exceed \$158,500.00.