SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA





FROM: Department of Mental Health

March 5, 2012

SUBJECT: Approve the second amendment with Indian Child Welfare Consortium

District All

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1. Authorize the Chairman of the Board to sign the second amendment;
- 2. Authorize the Purchasing Agent to enter into future amendments staying within 10% of the annual contract maximum of \$432,153; and,
- 3. Authorize the Purchasing Agent to annually renew this agreement through June 30, 2015.

BACKGROUND: In order to effectively implement the Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) Plan received and filed by the Board on January 26, 2010, the department sought proposals to provide two evidence-based practice programs (Incredible Years-SPIRIT and Guiding Good Choices) to the Native American population, which was identified as an underserved cultural population countywide. The Incredible Years – SPIRIT adaptation, provides parent training to strengthen families, promote child academic and social skills, while

		Jun	Manga	d	
JW:LS		Jerry Wengerd	Director		
	Department of Mental Health				
FINIANICIAL	Current F.Y. Total Cost:	\$150,810	In Current Year	Budget: Y	es
FINANCIAL	Current F.Y. Net County Cost:	\$ 0	Budget Adjustm	ent:	No
DATA	Annual Net County Cost:	\$ 0	For Fiscal Year:	201	1/2012
SOURCE OF FU	JNDS: 100% State			Positions To Be Deleted Per A-30	
		A F3 17 17 17 1	_	Requires 4/5 Vote	
C.E.O. RECOM	MENDATION:	APPROVE			
O	tra Office Circustons	BY: Julya	Command		
County Executi	ive Office Signature	Debra Cou	rnoyer		

Policy

X

Per Exec. Ofc.

FORM APPROVED COUNTY COUNSEL

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Prev. Agn. Ref.: 3.59 of 09/28/10

District: ALL

Agenda Number:

3.10

SUBJECT: Approve the second amendment with Indian Child Welfare Consortium

BACKGROUND: (Cont'd)

reducing delinquent behaviors. Guiding Good Choices is a prevention program to provide parents with guidance to strengthen the family bond, set family expectations and teach skills to allow children to resist drug use, avoid trouble, and manage conflict successfully.

On September 28, 2010, the Board of Supervisors approved the award of a sole source agreement with Indian Child Welfare Consortium based on their extensive experience with specialized Native American programs, their understanding of the two evidence-based practices indentified in RFP # MHARC 056, and their community outreach efforts to this population. These were new services and the amount proposed by Indian Child Welfare Consortium was significantly less than what the department projected.

There have been changes to both the Incredible Years and Guiding Good Choices programs. The developer of the Incredible Years evidence-based practice has added material and an advanced program to the curriculum which has prevented Indian Child Welfare Consortium from completing the sessions in the time originally proposed. Originally, the program was 13-15 weekly sessions, but with the additional curriculum, the sessions have increased to 20 weekly sessions. An advanced program was also included that offers an additional 9-10 sessions for participants that wish to continue, increasing the total number of sessions to 20-30 sessions.

Currently, Indian Child Welfare Consortium provides Guiding Good Choices to groups of 5-7 participants even though the RFP for the program calls for 12 participants in each group. After implementation it was determined that it was not feasible to get 12 parents from the same community who are willing to come to a group together, due to the higher level of the stigma associated with these services and within the Native American communities. Therefore smaller groups are necessary and more groups are required to meet the goals of the program.

To serve three regions with these two evidence-based programs, they have requested an increase to their budget to accommodate the additional group sessions and additional staff time needed to fulfill their contract. The department recommends an increase to their budget to successfully continue both programs.

FINANCIAL IMPACT:

There are sufficient funds in the Department's FY 2011/12 budget for these additional costs. No additional County funds are required.

PERIOD OF PERFORMANCE:

This agreement is effective from July 1, 2011 through June 30, 2012, and may be renewed annually up to three (3) additional years, subject to the availability of funds.

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SECOND AMENDMENT TO AGREEMENT

Between

COUNTY OF RIVERSIDE AND INDIAN CHILD WELFARE CONSORTIUM

That certain agreement between the County of Riverside and Indian Child Welfare Consortium, approved by the Board of Supervisors on September 28, 2010, Agenda Item 3.59, amended on May 16, 2011 by the Purchasing Agent and renewed on August 5, 2011 for fiscal year 2011/12 by the Purchasing Agent is hereby amended as follows:

- 1. The period of performance is updated according to the renewal.
- 2. The Maximum Agreement Obligation is increased by \$150,810, from \$281,343 to \$432,153.
 - a. Rescind page 3 of 30 of the agreement and replace with the attached page 3 of 30.
 - b. Rescind Exhibit A, Scope of Service and replace with attached Exhibit A, Scope of Service.
 - c. Rescind Exhibit B, Budget, and replace with the attached Exhibit B, Budget.
 - d. Rescind Exhibit C, Reimbursement and Payment, page 26 of 30 and replace with the attached Exhibit C, Reimbursement and Payment, page 26 of 30.

COLINTY OF RIVERSIDE

All other terms and conditions of the Agreement shall remain the same.

SIGNATURE:

29377 Rancho California Road, Ste 200

Temecula, CA 92591

CONTRACTOR:	COUNTY OF RIVERSIDE
Signed:	
	John Tavaglione
Printed Name: Louis Madrigal	Chairperson, Board of Supervisors
Date: <u>Jan 13, 2012</u>	
Title: Executive Director	
Indian Child Welfare Consortium	

This Agreement, made and entered into this 1 day of July, 2011, by and between INDIAN CHILD WELFARE CONSORTIUM, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. <u>Description of Services</u>

- 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of six (6) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one page.
- 1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.
- 1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective July 1, 2011 by both parties and continue in effect through June 30, 2012, with the option to renew for three (3) years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Budget, with additional payment provisions stated in Exhibit C, REIMBURSEMENT. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$432,153 annually including all expenses. The

EXHIBIT A

SCOPE OF SERVICES

The extensive PEI community planning process, which included focus groups, community forums, and survey completion, resulted in the identification of culturally-tailored parenting services for the Native American population as a priority and necessary intervention in order to prevent the development of mental health problems. The Riverside County Department of Mental Health is establishing a new program to target the Native American population within Riverside County. The PEI Priority Populations to be served are Children/Youth at Risk for School Failure and Children/Youth in Stressed Families. There are two evidence-based practices (Incredible Years – SPIRIT and Guiding Good Choices) to be implemented. Specific outreach, engagement, and linkage services will be to targeted individuals and parents/guardians.

3.1 PROGRAM GOALS

The primary program goals of this project are to increase positive parent child interaction and increase parental confidence. Additional program goals are to increase resiliency and skill development for the Native American population in Riverside County who are most at risk of developing mental health problems. The program will provide services in culturally appropriate settings, incorporating Native American philosophies and traditions. The setting for service delivery will not be traditional mental health settings, and will assist participants in feeling comfortable seeking services from staff that are knowledgeable and capable of identifying needs and solutions for Native American families and individuals.

The provider is expected to utilize targeted outreach to engage the Native American community by working within the community and collaborating with schools, community organizations, faith-based organizations, and other individuals, groups, and/or services that have the trust of and connection with this population.

3.2 TARGET POPULATION CRITERIA

The target population to be served by the evidence-based practice (EBP), Incredible Years (IY) – SPIRIT, is **the parents/ guardians of Native American children (aged 0-11 years)** with the highest risk for the development of mental health problems and who exhibit mild to moderate conduct problems.

The target population to be served by the evidence-based practice (EBP), Guiding Good Choices (GGC), is **the parents/guardians of Native American children (aged 9-14 years)** with the highest risk for the development of mental health problems and may also be at risk for the

development of substance abuse.

3.3 GEOGRAPHICAL LOCATION OF SERVICES

CONTRACTOR will provide services for this population across the County. The physical location(s) in which services will be provided may include multiple locations, including in-home services, in order to address access issues for program participants. Native American families will be served by this program on reservations, in Native American schools, and/or within the community at large where the families meet the criteria listed in section 3.2.

3.3.1 Western Region

The Western Region serves Riverside, Jurupa, Moreno Valley, Corona, Norco, Rubidoux, Pedley, Sunnyslope, Mira Loma, Glen Avon and other surrounding areas. Individuals who meet the target population in all areas within the Western Region are eligible for services.

3.3.2 Mid-County Region

The Mid-County Region serves Hemet, San Jacinto, Perris, Temecula, Lake Elsinore and other surrounding areas. Individuals who meet the target population in all areas within the Mid-County Region are eligible for services.

3.3.3 Desert Region

The Desert Region serves areas east of Moreno Valley, including all cities and surrounding areas found between Banning/Beaumont and the Arizona line. Cities include, but are not limited to: Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella, Thousand Palms, Mecca, North Shore, Oasis, Thermal, and Blythe. Individuals who meet the target population in all areas within the Desert Region are eligible for services.

3.4 GENERAL PROGRAM REQUIREMENTS

CONTRACTOR is expected to work cooperatively with the Riverside County Department of Mental Health (RCDMH), local school districts including Native American schools, community organizations, non-profit organizations, youth recreation services, criminal justice/diversion programs, local faith-based organizations, leaders within Native American communities, and the RCDMH Ethnic and Cultural Leader(s). In addition, CONTRACTOR is expected to meet the following general program requirements:

3.4.1 Facilities

- a. Services will be offered in locations that are non-stigmatizing, which may include, but are not limited to, schools, faith-based organizations, libraries, community centers, and in-home services.
- b. The facility must have space for groups of parents to attend the identified programs.
- c. Space must be available for on-site childcare during the time services are offered to parents.
- d. The facility must be in compliance with any applicable state and local laws and requirements.
- e. Facility must have space to store confidential information in a locked space.

3.4.2 Programs

- a. The Building Resilience in Native American Families Project consists of two evidence-based practices: Incredible Years SPIRIT and Guiding Good Choices.
- b. All license eligible staff providing services shall be provided under the supervision of a licensed clinical staff member (licensed Psychologist, LMFT, and/or LCSW).
- c. There is no charge to the program participants.

3.5 PROGRAM DESCRIPTION

The Department of Mental Health is offering mental health prevention services to the Native American community in all three geographical (Western, Mid-County and Desert) regions of the County. Services to the Native American community shall be planned and delivered to ensure region-wide access by members of this Underserved Cultural Population.

3.5.1 General Program Type

The two evidence-based practices included in this project are described below:

3.5.1.1 <u>Incredible Years – SPIRIT adaptation</u>

The Incredible Years (IY), an evidence-based program, is a set of comprehensive, multi-faceted, and developmentally based curricula targeting children and their parents/guardians. The parent training intervention focuses on strengthening parenting competencies and fostering parents' involvement in children's school experiences to promote children's academic and social skills and reduce delinquent behaviors. Evidence based adaptations must include incorporation of skills linked to

Native American traditions, beliefs, and values. The expected number of parents served annually is projected to be 60 countywide or approximately 20 individuals per region.

The CONTRACTOR will provide this service in a group format as stated by the Incredible Years Program. Providers may also offer to provide this program in home as a part of an evidenced based adaptation to the IY Program. Providers of this program must understand the Native American communities. Providers are required to have a minimum of two years experience working with children, and experience with parenting skills and family interactions (this may include being a parent, working with families as a health care provider, social worker, teacher, or parent educator). An educational course in child development is required (credited course and educational background in counseling desirable).

3.5.1.2 Guiding Good Choices (GGC)

GGC is a prevention program that provides parents/guardians of children in grades 4 through 9 (9-14 years old) with the knowledge and skills needed to guide their children through early adolescence. It seeks to strengthen and clarify family expectations for behavior, enhance the conditions that promote bonding within the family, and teach skills that allow children to resist drug use successfully. Due to historical trauma within Native American populations, substance abuse is inextricably linked with the development of mental health disorders. Adaptations include incorporation of skills linked to Native American traditions, beliefs, and values. This family group intervention is a five-session curriculum that addresses preventing substance abuse in the family, setting clear family expectations regarding drugs and alcohol, avoiding trouble, managing conflict, and strengthening family bonds. Sessions are interactive and skill based, with opportunities for parents/guardians to practice new skills and receive feedback, and use video-based vignettes to demonstrate parenting skills. All participant family guides will be provided by RCDMH. Parent groups are 5-week cycles and shall have a minimum of 5-7 parents/guardians per group. The expected number of unduplicated individuals served annually is projected to be 108 countywide or approximately 36 per region.

CONTRACTOR will provide services in non-stigmatizing, community-based locations. CONTRACTOR must ensure providers of this program understand the

Native American communities. CONTRACTOR understands that there are no minimum educational requirements, however, providers must have experience with parenting skills and family interactions (this may include being a parent, working with families as a health care provider, social worker, teacher, or parent educator).

3.5.2 Staffing, Responsibilities, Qualifications

CONTRACTOR shall ensure that the following staffing requirements, which include, but are not limited to the following are met:

- 3.5.2.1 Hire staff who are culturally and ethnically representative of the ethnic and gender characteristics of the individuals being served.
- 3.5.2.2 Ensure the provision of culturally competent services.
- 3.5.2.3 All staff funded for this project must attend and successfully complete the initial training(s) for the portions of the project that is their responsibility. RCDMH will coordinate and fund staff trainings for: The Incredible Years and the SPIRIT adaptation, and Guiding Good Choices.
- 3.5.2.4 Ensure that service providers meet the minimum training/experience required to implement the program(s) as previously described.
- 3.5.2.5 Provide administrative, supervisory, and clerical support for the program.
- 3.5.2.6 Comply with fidelity measurements required by the evidence-based practices.
- 3.5.2.7 Provide outcome measurements to all program participants as outlined in section 3.8.
- 3.5.2.8 Ensure that all staff working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- 3.5.2.9 Ensure that personnel are competent and qualified to provide the services necessary.

3.5.3 Service Delivery Requirements

CONTRACTOR shall ensure that the following service delivery requirements, which include, but are not limited to the following are met:

- 3.5.3.1 Services provided by this project are for the Native American communities within Riverside County with the highest risk of developing mental health problems.
- 3.5.3.2 Services provided must utilize the culturally adapted evidence-based practices listed in section 3.5 of this document.
- 3.5.3.3 Services to be provided in group, family, and individual formats as prescribed by the individual evidence-based practice.

- 3.5.3.4 Collaborative efforts and partnerships are encouraged to meet service delivery requirements.
- 3.5.3.5 CONTRACTOR will participate in monthly meetings coordinated and facilitated by RCDMH related to implementation of the evidenced based practices. These meetings are designed to assist in model adherence and to assist in addressing any potential barriers to implementation of the EBPs.

3.6 REGULATORY COMPLIANCE

CONTRACTOR shall:

- 3.6.1 Comply with any and all Federal, State or local laws and licensing regulations including but not limited to Federal HIPAA regulations and State of California Welfare and Institutions Code Section 5328 regarding confidentiality.
- 3.6.2 Participate in the RCDMH annual contract monitoring as well as more frequent program reviews. Any associated RCDMH Manager, Supervisor, or their Designee, with proper identification, shall be allowed to enter and inspect the facility.
- 3.6.3 Submit monthly documentation to RCDMH as outlined by RCDMH.
- 3.6.4 Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

3.7 DOCUMENTATION OF SERVICES

CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. The documentation of staffing, payroll, other program costs, and program activities shall clearly indicate program staff time. These records shall conform to the requirements of the State Department of Mental Health and the Riverside County Department of Mental Health. These records shall include, but are not limited to:

- 3.7.1 Documentation of participants, dates, and locations in the Incredible Years SPIRIT and Guiding Good Choices programs. Copies of material that is presented/discussed. This may include assessment and/or screening documentation, as well as contact notes.
- 3.7.2 Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH along with monthly invoices. This monthly report shall summarize contractor activities.
- 3.7.3 All records maintained by the contractor on behalf of RCDMH are the property of RCDMH.
- 3.7.4 Copies of completed outcome measures, to be provided upon request.
- 3.7.5 Other requirements may be determined as the Prevention and Early Intervention Plan is implemented.
- 3.7.6 Data entry into the County Management Information System.

3.7.7 Copy of RCDMH's Fiscal approved annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report. CONTRACTOR shall comply with RCDMH and State Department of Mental Health regulations

3.8 PERFORMANCE OUTCOMES

RCDMH will coordinate with evidence-based practice model guidelines and fidelity measurements to determine the required outcome measures to be utilized and monitored for this project. Outcome reporting as assigned by the State Department of Mental Health and the Mental Health Services Oversight and Accountability Commission may become an additional requirement.

3.9 DISASTER PREPAREDNESS

The Contractor shall develop and update contingency plans to continue the delivery of services in the event of a man-made or natural disaster.

3.10 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

RCDMH shall provide technical assistance on an as-needed basis. Such technical assistance typically includes, but is not limited to, orientation to the County's MIS systems, and data entry guidelines; reviewing and interpreting County policies and procedures; providing on-going agency liaison with RCDMH and the Department's other contractors to ensure optimal collaborations, etc.

EXHIBIT B BUDGET

This contract is funded in accordance with the Mental Health Services Act, Prevention and Early Intervention Plan. Contractor shall perform duties described in Exhibit A, then, submit an invoice monthly to COUNTY for services as described the agreement under Section 3. Compensation, with additional provisions stated in Exhibit C, Payment and Reimbursement.

The contract maximum for the Building Resilience in Native American Families services shall not exceed \$432,153. The cost breakdown is as follows:

WESTERN REGION Incredible Years – SPIRIT program Guiding Good Choices	\$140,357 \$94,747 \$45,610
MID-COUNTY REGION Incredible Years – SPIRIT program Guiding Good Choices	\$132,582 \$87,387 \$45,195
DESERT REGION Incredible Years – SPIRIT program Guiding Good Choices	\$159,214 \$112,849 \$46,365
TOTAL Incredible Years – SPIRIT program Guiding Good Choices	\$432,153 \$294,983 \$137,170

EXHIBIT C REIMBURSEMENT & PAYMENT

CONTRACTOR NAME:

INDIAN CHILD WELFARE CONSORTIUM

PROGRAM NAME:

PEI - NATIVE AMERICAN PROJECTS

DEPARTMENT ID:

4100221239-74720

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2011/12 shall be \$432,153 for services provided as described in Exhibit A, subject to availability of Federal, State, and local funds. The Exhibit B specifies funding for Contract Services.

B. <u>BUDGET:</u>

The Exhibit B represents the budgetary details for program implementation and contains the reporting unit (RU) and/or Department Identification (DeptID) number, each budgeted service category, and the maximum obligation.

C. REIMBURSEMENT:

- 1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon one-twelfth (1/12th) of the aggregate total for all unit of service procedure codes. CONTRACTOR shall be paid in arrears the 1/12th amount of contracted services provided that services are entered into the COUNTY approved data collection system(s), no later than the fifth (5th) working day of each month, for the prior month. Late entry of services into the data collection system may result in financial and/or service disallowances.
- CONTRACTOR will submit a claim for services monthly on their stationery, which must include at a minimum the CONTRACTOR'S name, claim mailing address and telephone number, and attach a summary report identifying the units of service provided for the month and the amount invoiced. The claim must be approved and signed by the Director or authorized designee of the CONTRACTOR. Monthly claims shall be submitted to the appropriate Regional Administrator/Manager of the

SCHEDULE I MENTAL HEALTH

CONTRACT PROVIDER NAME: INDIAN CHILD WELEADE CONSORTIUM - NATIVE AMEDICAN DOCIECT	Y C IIH C NAICNI	VEL EARE CONSC	DATE NATIVE	COO NACIONAL	TOUL								
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TYPE OF MODALITY	PROG 1 - 17 SPRIT (MESTERN) PEl Outreach	PROG 1IY SPIRIT (MESTERN)	PROS 1-17 SPIRIT (MIDCOUNT) PB Outhwarth	PROC1P SPIRIT (MIDCOUNTY)	PROG 1 - IY SPIRIT (DESSRT) PEI Outreach	PROG 1 IV STREET (DESERT)	PROG 2 - GUIDING GOOD CHOICES (WESTERN) PE COMMEN	PROS 2 - GUIDING GOOD CHOICES [MCSTERN]	PRDG 2 - GUIDNG GOOD CHOICES (MIDCOUNTY) FIE Dutinson	PROG.2 - GUIDANG GOOD CHOICES (MIDCOUNTY)	PROG 2. GUIDING GOOD CHOICES (DESERT) PE CANAGA	PROGRAW? Suights ecop. CHOICES (DESERT)	TOTAL
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MODE OF SERVICE	45	n/a	45	e/u	45	n/a	45	n/a	45	n/a	45	n/a	
SERVICE FUNCTION:	10,20	n/a	10, 20	n/a	10, 20	nfa	10, 20	n/a	10, 20	n/a	10, 20	n/a	
PROCEDURE CODES:	601, 603	KProg1	601, 603	KProg1	601, 603	KProg1	601, 603	KProg2	601, 603	KProg2	601, 603	KProg2	
UNIT MEASUREMENT:	hours	e/u	hours	n/a	hours	n/a	hours	n/a	hours	π/a	hours	n/a	
NUMBER OF UNITS:	668 6	12	6866	12	9,999	12	666 6	12	6,939	12	6666	12	
COST PER UNIT:	\$0.00	\$7,895.58	\$0.00	\$7,282,25	\$0.00	\$9,404.08	20 00	\$3,800,83	\$0.00	\$3,766.25	80,00	\$3,863,75	P. September
GROSS COST:	\$0.00	\$94,747	\$0.00	\$87,387	\$0.00	\$112,849	\$0.00	\$45,610	\$0.00	\$45,195	\$0.00	\$46,365	\$432,153
1/12 Billing per Month	\$0.00	\$7,895.58	\$0.00	\$7,282.25	\$0,00	\$9,404.08	\$0.00	\$3,800.83	\$0.00	\$3,766.25	\$0.00	\$3,883.75	\$35,012,75
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TOTAL (SOURCES OF FUNDING)	80	\$94,747	\$0	\$87,387	\$0	\$112,849	\$0	\$45,610	\$0	\$45,195	0\$	\$46,365	\$432,153
										-			

FUNDING SOURCES DOCUMENT:

UMBNT: 2011-12 CLIB Net Fund

FISCAL SERVICE SIGNATURE

ADMIN SVCS ANALYST SIGNATURE

Batt Cushi

Revised: 1/24/2012