

**SECOND AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 30950**

THIS SECOND AMENDMENT ("Amendment") to Tulare County Agreement No. 30950 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **TULARE COUNTY SUPERINTENDENT OF SCHOOLS** ("CONTRACTOR") as of July 1, 2024, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into Agreement No. 30950 on November 29, 2022, for the purpose of administering the Children of Promise Program through implementing the evidence-based practices, Reconnecting Youth and Coping and Support Training curriculum; and
- B. The COUNTY and CONTRACTOR amended Agreement Number 30950 on January 30, 2024 (Agreement Number 30950-A) to replace and supersede Exhibit A, Scope of Services, Exhibit A-1 Mental Health Plan Quality Improvement, Exhibit B, Compensation, Exhibit B-1, Budget Narrative, Exhibit B-2, Budget, and increase the budget in an amount not to exceed \$722,800 for Fiscal Years 2023/2024 and 2024/2025.
- C. COUNTY and CONTRACTOR now wish to amend the Agreement in order to replace and supersede Exhibit A, Scope of Services, Exhibit B, Compensation, Exhibit B-1, Budget, Exhibit B-2, Budget Narrative, and increase the budget by \$102,486 in an amount not to exceed \$825,286 .

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

- 1. Exhibit A, Scope of Services, , Exhibit B, Compensation, Exhibit B-1, Budget, Exhibit B-2, Budget Narrative, are hereby replaced and superseded by the attached Exhibits, A, B, B-1, and B-2.
- 2. This Second Amendment is retroactively effective as of July 1, 2024, through June 30, 2025.
- 3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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SECOND AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 30950

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

Date 11/5/24 By [Signature]
Print Name TIM A. HIRE
Title SUPERINTENDENT

Date _____ By _____
Print Name _____
Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date 12/17/2024 By [Signature]
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By [Signature]
Deputy Clerk



Approved as to Form:
County Counsel

By Charles W. Felix
Deputy

Matter # 20241672

Date 11/25/24

Exhibit A
Scope of Services
Fiscal Year 2024/2025
CONTRACTOR: Tulare County Superintendent of Schools
Prevention Program: Children of Promise Program

I. INTENT AND GOALS

A. System-Wide Program Intent and Goals

The goals of the Children of Promise Program (COPP) are to:

1. Decrease participating students' mean daily absences from school, number of disciplinary actions, and number of suspensions, from the semester or school year before the student began to participate in the program to the semester or school year when the student completed the program.

Increase participating students' mean grade point averages, from the semester or school year before the student began to participate in the program to the semester or school year when the student completed the program.

(School year-long comparisons will be made only in the cases of WhyTry classes that last an entire school year.)

2. Decrease participating students' mean use of alcohol and marijuana, as measured by self-reports by students at the beginning and end of the program.
3. Increase participating students' mean levels of personal control, self-esteem, and perceived school bonding, as measured by assessments filled out by students at the beginning and end of the program.
4. Decrease participating students' mean levels of depression, hopelessness or helplessness, perceived stress, and anger in participating students, as measured by assessments filled out by students at the beginning and end of the program.
5. Decrease in the number of students who have had suicidal thoughts over month-long time periods both before starting the program and before the end of the program, as measured by self-reports by students at the beginning and end of the program.
6. Report each fiscal year on at least one way in which the program has provided a new service or enhanced existing services with the use Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funds. Funds shall not be used to supplant existing services.

II. SCOPE OF WORK AND DESCRIPTION OF SERVICES

A. Scope of Work

CONTRACTOR shall:

1. Administer the COPP including, but not limited to, full staff support and training; implementation and evaluation; and promotion.
2. Utilize “any means necessary” methods to remove barriers to service access for remote, rural populations, to include transportation services as necessary.
3. Implement the evidence-based practices, WhyTry.
4. Convene and maintain a COPP Project Team to implement/oversee a plan that addresses the following: program implementation, survey and data collection, and training and participant recruitment.
5. Utilize existing collaborations and community resources, including, but not limited to:
 - a. Tulare County Health and Human Services Agency-MHSA: PEI Programs (e.g., Suicide Prevention Task Force (SPTF))
 - b. Tulare County – Probation
 - c. Kaweah Delta Health Care District
 - d. University California Los Angeles (UCLA) Athletic Dept. “I am going to college day”
 - e. La Sierra Military Academy
 - f. CHOICES After-school programs
 - g. Tulare County District Attorney
 - h. College of Sequoias
 - i. California Highway Patrol
 - j. Tulare County Sheriff's Office
6. Provide services to un/underserved population groups (e.g., African American, Native American, Monolingual Spanish Speaker, Southeast Asian, lesbian, gay, bisexual, transgender, queer (LGBTQ) in a manner that is easily accessible, thorough, and culturally and linguistically competent.
7. Ensure input from students and family members is used to direct the activities of the COPP. Information gathering and use of input shall be evident in program evaluation.

B. Description of Services

1. Service/Location and Hours of Service
 - a. CONTRACTOR shall provide services in natural community settings that are accessible during the regular school day, and after school (e.g., Tulare County middle school and high school sites, Boys & Girls Clubs of Tulare County, County Library, and community centers).
2. Minimum Staffing Requirements:
 - a. CONTRACTOR agrees to provide the level of staffing for the COPP needed to meet the activities described in this Scope of Work and as detailed in the

corresponding Exhibit “B-2”, Budget Narrative.

3. Evidence-Based Practice (EBP) Model
 - a. CONTRACTOR shall provide services based on Why Try curriculum.
4. Outreach/Collaboration:
 - a. CONTRACTOR shall provide outreach to community partners to build awareness of the Children of Promise Program.
 - b. CONTRACTOR shall participate with Mental Health Awareness Month (MHAM) events to promote awareness of the Children of Promise Program.
 - c. CONTRACTOR shall participate at Tulare County Fair Mental Health Outreach booth to promote awareness of the COPP.
5. Training:
 - a. CONTRACTOR shall provide applicable training and workshops to all staff and community members related to this program.
6. Information Referral Process:
 - a. CONTRACTOR shall use the Tulare County school system as a point of referral for other needed services. Students identified through screening as having needs beyond the scope of the COPP will be referred to local mental health services, using systems that are currently in place.
7. Recordkeeping:
 - a. CONTRACTOR shall provide reports to the Tulare County Health and Human Services Agency, Behavioral Health Branch (COUNTY) based on its evaluation plan, as required for monitoring and State reporting requirements.
8. Information Technology System:
 - a. All tasks requiring Information Technology (IT) linkage and interface shall run through the Health Insurance Portability and Accountability Act (HIPAA)-compliant, firewall-protected network provided by the CONTRACTOR. Included shall be payroll, Internet access, e-mail, financial transactions, and data collection.
9. Prevention and Early Intervention Funds:
 - a. The sum of \$102,486 represents funds designated as Prevention and Early Intervention (PEI) funds exclusively allocated to the Fiscal Year 2024/2025. An amount of \$95,000 will be allocated to the Prevention and Early Intervention and indirect expense will receive \$7,486. The funds are to be used as follows:
 - Increase the participating student’s mean levels of personal control, and self-esteem, by providing an outreach event that will support youth by providing meaningful community bonding activities to develop their sense of personal control as well as boost academic achievement.
 - Provide the most vulnerable youth in our community with engaging, enriching opportunities for educational experiences, with an emphasis on social-emotional learning. These events will provide students with a once-in-a-lifetime opportunity to explore and learn about the world outside of their

- immediate community and learn from athletes at the top of their field who serve as role models for good decision-making and life choices.
- The Anti-Bullying Conference's primary objective is to create a safe and inclusive environment for all participants, fostering awareness and understanding of bullying issues. The Conference is designed to support 250 students by connecting them with keynote speakers. Tulare County leaders and influencers, and breakout sessions. Booths will provide education and anti-bullying resources.
 - Promote PEI key strategies by raising awareness about the various forms of bullying, share tools and resources to create a bully-free environment, share evidence-based strategies and best practices for preventing and addressing bullying.
 - CONTRACTOR shall collect all demographic and service count data, participant data, and evaluation data and report to MHSA.

III. OUTCOME AND EVALUATION

- A. Number of Individuals to be Served-By the end of fiscal year:
1. At least 150 youth will have participated in WhyTry at their current school site. Their families, caregivers, or legal guardians may be served directly or indirectly through family involvement, leadership, extracurricular, school or community bonding activities and referrals to other services.
 2. 400 at-risk youth will have engaged in COPP outreach, presentations, and orientation activities.
 3. A minimum of 18 sections will be offered of the Semester-long WhyTry program.
- B. Objectives to be addressed:
1. Process objectives:
 - a. Administrative objectives:
 - On a quarterly basis, meet with teachers and parents of children receiving services to review progress, obstacles, needs, and program improvement activities.
 - b. Programmatic objectives- In six (6) months after contract starts, at least:
 - 75 children will be served in the program
 2. Outcome objectives:
 - a. Programmatic objectives- By the end of fiscal year:
 - At least 80% of children will successfully complete the program.
 - At least 50% of children will experience a decrease in suicidal thoughts.
 - At least 25% of children will experience an increase in personal control (e.g., managing feelings).
 - At least 50% of children will experience an increase in self-esteem.

- At least 80% of children, who previously identified themselves as drug users or having problems with drugs, will show a decrease in alcohol use and other substance control problems.
 - At least 30% of children will show an increase in their grade point average in the semester of their participation.
 - 90% of children in the program will successfully complete their classes. (e.g., not be dropped out).
 - At least 20% of children in the program (who has been suspended previously) will experience a decrease in school suspension.
3. Impact objective (CONTRACTOR must collaborate with Tulare County Mental Health in measuring impact objectives):
- a. Administrative objectives – In three (3) months after the program ends:
 - There will be an increase in community knowledge regarding early intervention services in rural and isolated communities.
 - There will be a decrease in disparities in the access to mental health early intervention services.
 - There will be a decrease in community stigma related to accessing mental health services.
 - b. CONTRACTOR shall collect all demographic and service count data, participant data, and evaluation data, and report quarterly to MHSA.
 - c. CONTRACTOR shall report all program activity and outcomes to the Suicide Prevention Task Force as requested by its members. Recommendations made by the Suicide Prevention Task Force may influence the scope of this program.
4. Annual Report:
- a. CONTRACTOR shall collect all demographic and service count data, participant data, and progress data, and report quarterly to MHSA. Outcome data will be collected per MHSA PEI requirements. CONTRACTOR shall analyze all evaluation data and generate summary reports of findings. Data shall be analyzed for trends at least according to zip code, ethnicity, gender, and school district.
 - b. CONTRACTOR will provide the COUNTY with a copy of the summary report within 45 days of the close of the contract year per MHSA PEI requirements.
 - c. PEI Coordinator and/or contracted evaluator(s) will have access to this data and will review data and reports generated by CONTRACTOR.

- d. CONTRACTOR shall develop a system for using data to improve the quality of services, identify service system gaps, and make recommendations for bridging those gaps.

IV. ADDITIONAL EXPECTATIONS

- A. CONTRACTOR shall submit a monthly invoice and payroll report via email and submit signed copies within the close of the month after the reported period.
- B. CONTRACTOR shall request a budget modification, to include revision of both budget and budget narrative, for any line-item variance greater than 10% from the budget presented in Exhibit "B-1". Budget modification may be waived at COUNTY's discretion.
- C. CONTRACTOR and any partner or subcontractor(s) will be expected to share information, materials, and findings with the COUNTY and all agencies identified by COUNTY. No work developed under the contract may be considered proprietary or may be sold for additional profit.
- D. CONTRACTOR may be expected to participate in regular meetings of MHSa grantees in order to disseminate information on project outcomes and to ensure that all subcontractor(s) can leverage each other's work and experience.
- E. CONTRACTOR may be expected to attend programmatic trainings facilitated by COUNTY.
- F. Additional monitoring and reporting may be required to address any emergent issues.
- G. CONTRACTOR will comply with Code of Federal Regulations (42 C.F.R. § 455.434(a) which requires that providers who are enrolled in the State of California Medi-Cal/Medicaid program, including subcontracted providers are required to consent to criminal background checks including fingerprinting when required to do so by the California Department of Healthcare Services or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider.

Exhibit B
Compensation
Fiscal Year 2024/2025
CONTRACTOR: Tulare County Superintendent of Schools
Prevention Program: Children of Promise Program

1. REIMBURSEMENT

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit B-1, B-2** subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed **Four Hundred Sixteen Thousand Eight Hundred Two Dollars \$416,802 for Fiscal Year 2024/2025** and shall consist of County, State, and Federal funds. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR's performance hereunder without a properly executed amendment.
- c. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2025.
- d. The amount noted above is set forth in the budget, attached hereto as Exhibit B-1, B-2 and incorporated herein by reference. The budget as may be adjusted by CONTRACTOR between line-items in amounts not to exceed ten percent (10%) without COUNTY approval. Adjustments made by CONTRACTOR between line-items exceeding ten percent (10%) must be approved by the Tulare County Director of Mental Health.
- e. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A**.
- f. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency (ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- g. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

2. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Fiscal Services Act Analyst at TulareMHP@tularecounty.ca.gov, no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated report that validates services indicated on the invoice.
- b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency (attachment B3 of contract). All payments made under this Agreement shall be

made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.

- c. 12-month billing limit: Unless otherwise determined by State or Federal regulations (e.g. medi-medi cross-over) all original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within twelve (12) months from the month of service to avoid denial for late billing.

3. COST REPORT:

- a. Within sixty (60) days after the close of the fiscal year covered by this Agreement, CONTRACTOR shall provide COUNTY with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by CONTRACTOR in accordance with all applicable Federal, State, and County requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by CONTRACTOR shall be reported in its Annual Cost Report and shall be used to offset gross cost. CONTRACTOR shall maintain source documentation to support the claimed costs, revenues, and allocations, which shall be available at any time to Designee upon reasonable notice.
- b. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable, allowable, and directly or indirectly related to the services to be provided hereunder.

4. RECONCILIATION AND SETTLEMENT:

- a. COUNTY will reconcile the Annual Cost Report and settlement based on the lower of cost or County Maximum Allowance (CMA). Upon initiation and instruction by the State, COUNTY will perform the Short-Doyle/Medi-Cal Reconciliation with CONTRACTOR.
- b. COUNTY will perform settlement upon receipt of State Reconciliation Settlement to the COUNTY. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies, procedures and/or other requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal.

5. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS:

- a. CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the state are included within the phrase "repayment or reimbursement."
- b. It is understood that if the State Department of Health Care Services disallows Medi-Cal claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal

Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance within sixty (60) days of the State disallowing claims.

Exhibit B-1		
Budget		
Fiscal Year 2024/2025		
CONTRACTOR: Tulare County Superintendent of Schools		
Prevention Program: Children of Promise Program		
Object	Description	2024/2025 Budget
<u>Revenue</u>		
85900	Tulare County Health and Human Services Agency	\$416,802.00
Total Revenue		\$416,802.00
<u>Expenditures</u>		
Classified Personnel Charges		
13000	Administration	\$21,187.00
23000	Project Coordinator	\$39,324.00
22000	Specilaist	\$65,508.00
24000	Secretary	\$13,898.00
3XXX	Benefits	\$90,992.00
Total Classified Personnel		\$230,909.00
Services & Other Operating Expenditures		
43000	Materials & Supplies (Office and Program)	\$41,250.00
52000	Travel & Conferences	\$13,500.00
55000	Utilities (Other)	\$900.00
56000	Copier/Lease Maint	\$1,000.00
58000	Professional Services/Contracts/Other Operating	\$9,471.00
59000	Communications	\$660.00
Total Services & Other Operating Expenditures		\$66,781.00
Prevention and Early Intervention Fund		
	Venue/Activities	\$48,000.00
	Transportation	\$27,000.00
	Supplies	
	Anti-Bullying Conference	\$20,000.00
Total of Prevention and Early Intervention Fund		\$95,000.00
73100	Indirect 5.79%	\$24,112.00
Total Expenditures		\$416,802.00

Exhibit B-2
Budget Narrative
Fiscal Year 2024/2025
CONTRACTOR: Tulare County Superintendent of Schools
Prevention Program: Children of Promise Program

PERSONNEL:

- Program Administrator will provide supervision of support staff and ensure all scope of work is fulfilled per agreement/contract. Administrator will conduct regular check-ins with staff to monitor progress towards meeting goals/objectives. Administrator will attend necessary meetings with Health and Human Services Agency (HHSA) to update status of work.
 - 10% Full Time Equivalent (FTE) Salary = \$21,187
- Project Coordinator will provide data analysis and reporting based on work completed over the course of the year. Coordinator will ensure program compliance and evaluation.
 - 25% FTE Salary = \$39,324
- Specialist, Prevention/Intervention Education is assigned to coordinate all sites and provide deliverables, technical assistance, and program governance. Specialist will provide the necessary instruction, training and support to students and staff in WhyTry Curriculum. Specialist will coordinate educational trips and events to promote healthy living and good decision-making. In addition, the Specialist will facilitate pre/post surveys and other measures to ensure objectives are met as well as conduct site and community presentations to promote and recruit students and families.
 - 100% FTE Salary = \$65,508
- Secretary, CHOICES Programs (0.2 FTE) – Will support both the Specialist, Project Coordinator and Administrator by performing a variety of specialized and difficult clerical duties and perform related work as required. Duties may include but are not limited to greeting callers and visitors, maintaining records and files, typing and/or taking and transcribing dictation, arranging meetings, conferences, workshops, in-services and coordination of countywide events.
 - 20% FTE Salary = \$13,898
- Benefits For Program Administrator, Project Coordinator, Specialist, and Secretary – Benefits include STRS/PERS, Medicare, Workman's Compensation, Other Post-Employment Benefits (OPEB), State Unemployment Insurance.
 - Total Benefits = \$90,992

TOTAL PERSONNEL = \$230,909

SERVICES and OPERATING EXPENSES:

Outreach/Travel and Conference

- Field Trips- Provide transportation and food for participants to visit high schools and colleges as well as activities that help promote self-image.
- Travel by Support staff to all program sites and meetings for the Children of Promise program. The mileage reimbursement is at the Internal Revenue Service (IRS) allowable rate of \$.585/mile. Tulare

County Office of Education (TCOE) staff will attend conferences that are relevant and that align with the goals and the objectives of the Children of Promise Project.

		Total
Cost	\$13,500	

Materials and Supplies

- The necessary WhyTry curriculum will be purchased and used to support students with simple hands-on solutions to motivate the unmotivated, support with trauma, improve engagement, and increase academic success. Additional supplies will be purchased to support the various activities conducted throughout the school year.

Total Cost	\$41,250
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General Office Expenses

- TCOE-CHOICES Programs is funded by federal, state and local grants. A monthly cost pool allocation will distribute the general expenses to all grants. The total expenses charge to Mental Health Services Act (MHSA) Mental Health Grant will be \$2,560, which will cover the following services:

- General Office supplies
- Utilities
- Copier Lease & Maintenance
- * Communications (phones and mail)

Total General Office Expenses	\$2,560
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Professional Services/Contracts/Other Operating Expenses

- WhyTry training for TCOE Choices staff
- Facility Rental to sponsor student events
- Other: contracts that support or enhance activities to promote student well-being

Total Cost	\$9,471
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TOTAL OPERATING EXPENSES = \$66,781

Prevention and Early Intervention Fund

- Venue/ Activities (\$48,000)
- Transportation (\$27,000)
- Anti- Bullying Conference (20,000)

Total Cost for One Time Programming =	\$95,000
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Indirect Expense =	\$24,112
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Total Annual Contract Amount: \$416,802

All fees are approx. and subject to change. Based on previous years implementations.