

AMENDMENT NO. 1
CBE NO. 606108-22
MENTAL HEALTH SERVICES FOR JUVENILES

THIS AMENDMENT is made and entered into this ____ day of _____ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and ASPIRE MENTAL HEALTH, LLC (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE Number 606108-22, entitled "Mental Health Services for Juveniles" dated March 15, 2022 (hereinafter referred to as CONTRACT); and

WHEREAS, the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. First Whereas, Page 1:

ORIGINALLY WRITTEN:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$250,000, including all travel, lodging, meals and miscellaneous expenses; and

REVISED TO READ:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$2,080,000, including all travel, lodging, meals and miscellaneous expenses; and

2. Section I Term of Contract, Page 1:

ORIGINALLY WRITTEN:

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2022. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

REVISED TO READ:

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2022, with the option to renew for 2, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

3. Section II Compensation and Terms of Payment, Section A Compensation, Page 1:

ORIGINALLY WRITTEN:

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the hourly rate listed therein not-to-exceed amount of \$250,000. COUNTY'S obligation to pay PROVIDER cannot exceed not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fee.

REVISED TO READ:

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the hourly rate listed therein not-to-exceed amount of \$2,080,000. COUNTY'S obligation to pay PROVIDER cannot exceed not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fee.

4. Replace Exhibit A Scope of Work in its entirety and replace with the revised Exhibit A scope of Work, contained herein.
5. The revisions contained herein are effective as of July 1, 2022.

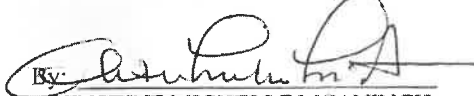
This Amendment No. 1 represents an increase of \$1,830,000.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

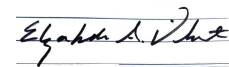
COUNTY:
COUNTY OF CLARK, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

PROVIDER:
ASPIRE MENTAL HEALTH, LLC

By: 
CHRISTINE MICHELLE MCANINCH,
LCSW
Clinical Director

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: 
ELIZABETH VIBERT
Deputy District Attorney

AMENDMENT NO. 1

EXHIBIT A

MENTAL HEALTH SERVICES FOR JUVENILES

SCOPE OF WORK

COUNTY is seeking comprehensive mental health services for Juveniles in COUNTY correctional facilities beginning at booking, throughout detainment and placement at Spring Mountain Youth Camp (SMYC). The Clark County Department of Juvenile Justice Services (DJJS) is a comprehensive public service agency that provides youth focused services to achieve a safe community by providing evidenced-based interventions, guidance, and control to youths ages 18 and younger. An essential component of interventions is the appropriateness of mental health services that meet the individual needs of youth.

Juveniles in correctional facilities may have a wide range of mental health issues including, but not limited to, anxiety disorders, mood disorders, post-traumatic stress disorder, psychotic disorders, substance use disorders and behavior disorders. Juveniles may possess co-existing and or co-occurring issues related to mental health and substance abuse.

Such services are requested to be provided at the DJJS Detention Center located at 651 N. Pecos Road, Las Vegas NV 89101 and SMYC located at 2400 Angel Peak PL, Las Vegas, NV 89124.

General Requirements:

1. **Mental Health Services.** PROVIDER shall provide mental health treatment to juveniles with acute, chronic, and general mental illness.
- A. The type of mental health care to be provided shall include but are not limited to the following:
 1. Suicide Risk Assessment
 2. Suicide Prevention
 3. Intake and Assessment
 4. Crisis Intervention
 5. Individual Therapy
 6. Psycho-Supportive Services
 7. Group Counseling
 8. Continuity of Care Planning

B. Mental Health Services in Detention Booking:

1. Booking Screening Review: PROVIDER shall ensure that a Qualified Mental Health Professional (QMHP) conducts face to face contact with all juveniles who have answered "yes" in any of the suicide and mental health domains of the Booking Screening.
 2. Assessment: An intake mental health screening shall be completed by a QMHP to determine mental health needs that include but are not limited to if a juvenile is currently a danger to self and/or others, has trauma history, trafficking risk, and substance abuse. If a juvenile is deemed to be a danger to themselves and/or others, the juvenile will be coded on the Family Tracs System and immediately placed on Suicide Watch. PROVIDER shall confirm with booking staff if juvenile meets criteria for detainment.
 3. If juvenile is not being detained and is scheduled for release, the QMHP is responsible for making contact with the juvenile's legal guardian to inform legal guardian of the information obtained through the mental health screening and provide legal guardian with community resources that include crisis intervention services. Community resources are to be provided to the legal guardian verbally.
- C. If a juvenile is determined to be in immediate danger to self and/or others, the QMHP will be responsible for assisting the legal guardian in facilitating an admission to a psychiatric facility and/or assisting in the arrangement of transporting juvenile to a hospital emergency room.
- Mental Health Services in Detention:

1. PROVIDER is responsible for reviewing all of the Massachusetts Youth Screening Instruments (MAYSI-2) that identify a warning or caution on any of the scales, the completion of the MAYSI-2 Assessment, and determining the mental health needs of juveniles in the detention facility.
2. Provider is responsible for ensuring that juveniles are placed on suicide watch and appropriately coded in the Family Tracs system if the assessment deems the youth to be at risk of danger to self and/or others.
3. PROVIDER is responsible for facilitating an admission to a licensed psychiatric hospital for juveniles whose psychiatric needs exceed the treatment capability of the facility.
4. PROVIDER is responsible for assessing juveniles who are on suicide watch daily to determine if juvenile continues to meet suicide watch criteria and/or could step down.
5. PROVIDER shall provide suicide risk assessment, suicide prevention, crisis intervention, and intake/assessment seven (7) days a week.
6. PROVIDER shall provide all other therapeutic services seven (7) days a week as outlined under Mental Health Services letter A.
7. PROVIDER shall provide continuity of care to juveniles committed to the state or being released back to the child welfare agency.

D. Mental Health Services at Spring Mountain Youth Camp:

1. PROVIDER is responsible for reviewing all relevant clinical and nonclinical documentation related to assigned youth including Court Orders.
2. PROVIDER is responsible for ensuring youth assigned are not already engaged in therapeutic services from an outside community provider. If a youth assigned is engaged in therapeutic services with a community provider, PROVIDER shall not provide services and close the referral.
3. PROVIDER is responsible for completing a comprehensive Mental Health Assessment on youth assigned if one has not already been completed. If a Mental Health Assessment has been completed within 12 months, PROVIDER is responsible for completing an update.
4. PROVIDER is responsible for providing youth placed at SMYC with individual therapy that addresses the needs and strengths identified in the comprehensive Mental Health Assessment.
5. PROVIDER is responsible for completing a Treatment Plan with measurable goals within 5 days of completing and/or updating the comprehensive Mental Health Assessment.
6. PROVIDER is responsible for ensuring there is parent engagement throughout the treatment intervention and discharge planning.
7. PROVIDER is responsible for ensuring the assigned clinician providing direct services receives clinical supervision on a weekly basis specifically to address the progress or needs of SMYC youth.
8. PROVIDER is responsible for ensuring therapeutic services are conducted in-person
9. PROVIDER is responsible for providing a discharge summary for youth discharged from SMYC that include clinical recommendations if further treatment is needed. This summary would be required prior to youth's discharge from SMYC.

E. Standards for Mental Health Services

1. PROVIDER shall provide mental health and services that are evidence based and consistent with the needs of community while emphasizing identification, prevention, early intervention, and voluntary treatment of mental health disorders with the goal of reducing the frequency and duration of episodes of serious mental illness.
 - a. Evidence based practice is the utilization of treatment strategies and interventions for which observable, objective data exist demonstrating positive effects and proven to work.
2. PROVIDER agrees that its employees shall have a variety of assessment skills, training, expertise, and licensing to conduct intakes and assessments; suicide risk assessment, crisis intervention, safety planning, individual and group counseling; develop and carry out program discharge and aftercare plans; case management services that include, but are not limited to preparing written assessments, treatment plans and monitoring and documenting progress in relation to treatment plans; work with juveniles, probation officers, and Health Care Services to develop goals and objectives and making adjustments to treatment provided.

3. PROVIDER agrees that all QMHP's employed or retained to provide mental health services under this Contract shall have at a minimum a Master's Degree in counseling, social work, or a related field and have one or more of the following licenses and/or clinical internship licenses: LCADC (Licensed Clinical Alcohol and Drug Counselor), LCSW (Licensed Clinical Social Worker), LMFT (Licensed Marriage and Family Therapist), or LCPC (Licensed Clinical Professional Counselor) as approved by their respective boards.
4. PROVIDER agrees that clinical interns are clinically supervised by a qualified licensed clinician employed by PROVIDER.

Communication and Collaboration:

1. PROVIDER and COUNTY shall maintain consistent and effective communication and collaboration with one another.
2. PROVIDER shall communicate any emergent or safety issues regarding youth being provided services to the Health Care Services Manager and/or their designee immediately upon identifying the issue.
3. Provider shall communicate program updates or changes no later than five (5) business days after date of change to include: staffing changes, programmatic changes, and new program services being offered, or any other material changes in providers organization that may affect PROVIDER ability to serve juveniles in detention and SMYC.
4. PROVIDER shall meet with the Health Care Services Manager and/or their designee on a monthly basis to discuss services being provided to juveniles in detention, SMYC and address any Program issues.
5. PROVIDER shall communicate any challenges and/or concerns impacting the ability to provide services under this Contract to the Health Care Services Manager immediately upon identifying the issue.
6. Provider must require that its QMHP staff participate in all required trainings to maintain professional licensure in the State of Nevada and all DJJS required trainings to working within the juvenile correctional facility.

Information System, Documentation and Audit:

1. PROVIDER agrees to cooperate with the Department of Juvenile Justice Services in any reviews, audits, clinical observations, data collection, and/or financial and program data to ensure quality of service provision.
2. PROVIDER agrees to utilize an Information System (IS) (FAMILY TRACS) that will be provided by the COUNTY for purposes specified in this Contract for Detention youth served. The PROVIDER agrees to utilize such a system(s) only for the purposes specified in this Contract. PROVIDER further agrees that all data and/or information in the IS the sole and exclusive property of the COUNTY and must be surrendered to COUNTY at the expiration or termination of this Contract or upon demand of COUNTY.

3. PROVIDER is responsible for ensuring that all interactions and interventions with juveniles is documented within the IS system.
4. PROVIDER shall maintain statistical information on all juveniles served and provide the data to the Health Care Services Manager on a monthly basis.
5. PROVIDER is responsible for providing COUNTY with access to the therapeutic software utilized to document and store clinical records of all SMYC youth served. PROVIDER agrees that all data and/or information in the software will be the exclusive property of the COUNTY and must be surrendered to COUNTY at the expiration or termination of this Contract or upon demand of the COUNTY.
6. PROVIDER is responsible for developing written protocols on their processes and submitting them to the Health Care Services Manager.

Staffing:

1. Provider agrees to provide a minimum of 115.5 hours of Mental Health Services to youth in Detention.
2. Provider and COUNTY will agree on an increase or decrease of coverage hours, as needed.
3. Provider shall provide coverage as outlined in the matrix below. Any changes must be agreed to by COUNTY.

Compensation:

COUNTY agrees to compensate PROVIDER one hundred (\$100.00) dollars an hour.

COUNTY agrees to maintain signed timesheets by PROVIDER and submit them to PROVIDER on the first business day of each month for the previous month's hours worked.

PROVIDER shall submit to COUNTY an invoice within fourteen (14) days of receiving signed timesheets from COUNTY.

Detention Schedule

| Detention Mental Health Schedule | | | | | | | | |
|----------------------------------|-------|----------|----------|----------|-----------|----------|----------|----------|
| | | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| Shift One | Begin | 8:00 AM | 8:00 AM | 8:00 AM | 8:00 AM | 8:00 AM | 8:00 AM | 8:00 AM |
| | End | 4:00 PM | 4:00 PM | 4:00 PM | 4:00 PM | 4:00 PM | 4:00 PM | 4:00 PM |
| Shift Two | Begin | 11:00 AM | 11:00 AM | 11:00 AM | 11:00 AM | 11:00 AM | 11:00 AM | 11:00 AM |
| | End | 5:00 PM | 5:00 PM | 5:00 PM | 5:00 PM | 5:00 PM | 5:00 PM | 5:00 PM |
| Shift Three | Begin | 1:00 PM | 1:00 PM | 1:00 PM | 1:00 PM | 1:00 PM | 1:00 PM | 1:00 PM |
| | End | 9:00 PM | 9:00 PM | 9:00 PM | 9:00 PM | 9:00 PM | 9:00 PM | 9:00 PM |

| SMYC Mental Health Schedule | | | | | | | | |
|-----------------------------|-------|--------|----------|----------|-----------|----------|--------|----------|
| | | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| Shift One | Begin | OFF | 10:00 AM | 10:00 AM | 10:00 AM | TED | OFF | OFF |
| | End | OFF | 6:00 PM | 6:00 PM | 6:00 PM | TED | OFF | OFF |

Confidentiality

PROVIDER will abide by federal and state laws regarding confidentiality and shall not, under any circumstances, disclose any case information to any person who is not authorized by Health Care Services to receive such information.

Background Checks for Criminal History and Substantiated Child Abuse or Neglect

PROVIDER authorizes COUNTY to complete background checks on all assigned personnel, including but not limited to a Criminal Justice Information System (CJIS) background check, which includes but is not limited to an FBI fingerprinting, SCOPE II systems check and Child Abuse and Neglect (CANS) check via UNITY. Failure to pass criminal background check will result in PROVIDER personnel being ineligible for use by COUNTY. PROVIDER understands that all employees will be required to submit complete set of fingerprints and written permission authorizing DJJS or its approved designee to forward those fingerprints to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation for its report to enable DJJS or its approved designee to conduct an investigation of criminal history.

All employees who may come into direct contact with children shall not have any substantiated cases of abuse or neglect of a child and shall not have been convicted of any of the following offenses:

- a) Murder, voluntary manslaughter or mayhem;
- b) Any other felony involving the use or threatened use of force or violence against the victim or the use of a firearm or other deadly weapon;
- c) Assault with intent to kill or to commit sexual assault or mayhem;
- d) Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime or a felony relating to prostitution;
- e) Abuse or neglect of a child or contributory delinquency;
- f) A violation of any federal or state law regulating the possession, distribution or use of any controlled substance or any dangerous drug as defined in chapter 454 of NRS;
- g) Abuse, neglect, exploitation or isolation of older persons or vulnerable persons, including, without limitation, a violation of any provision of NRS 200.5091 to 200.50995, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct;
- h) Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years;
- i) Any offense relating to pornography involving minors, including, without limitation, a violation of any provision of NRS 200.700 to 200.760, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct;
- j) Prostitution, solicitation, lewdness or indecent exposure, or any other sexually related crime that is punishable as a misdemeanor, within the immediately preceding 7 years;

- k) A crime involving domestic violence that is punishable as a felony;
- l) A crime involving domestic violence that is punishable as a misdemeanor, within the immediately preceding 7 years;
- m) A criminal offense under the laws governing Medicaid or Medicare, within the immediately preceding 7 years;
- n) Any offense involving the sale, furnishing, purchase, consumption, or possession of alcoholic beverages by a minor including, without limitation, a violation of any provision of NRS 202.015 to 202.067, inclusive, or driving a vehicle under the influence of alcohol or a controlled substance in violation of chapter 484C of NRS or a law of any other jurisdiction that prohibits the same or similar conduct, within the immediately preceding 7 years; or
- o) An attempt or conspiracy to commit any of the offenses listed in this subsection within the immediately preceding 7 years.

Any subsequent positive findings of child abuse or neglect, criminal arrests, charges and/or convictions of an employee having direct contact with children discovered after the initial background check described above shall be reported immediately to the Department of Juvenile Justice Services, Health Care Services. Immediately means within 24 hours or the next business day.

COUNTY Responsibilities:

1. COUNTY shall provide PROVIDER a workspace that includes a computer, telephone, internet access, copy/printer machine, and general office supplies in order to fulfill the requirements of this Contract.
2. SECURITY OF THE FACILITY AND PROVIDER. PROVIDER and COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of PROVIDER, as well as for the security of juveniles and COUNTY's staff, consistent with a correctional setting. COUNTY shall provide security sufficient to enable PROVIDER, its HEALTH CARE STAFF, employees, agents, and subcontractors to safely provide the health care services described in this scope of work. PROVIDER, its HEALTH CARE STAFF, employees, agents, and subcontractors shall follow all security procedures of COUNTY while at the FACILITY or other premises under COUNTY's direction or control. However, any HEALTH CARE STAFF, employee, agent or subcontractor may, at any time, refuse to provide any service required under this scope of work if they are at imminent risk of bodily harm.
3. COUNTY shall provide PROVIDER, its STAFF, employees, agents, and/or subcontractors COUNTY's posted security Policies and Procedures, which impact the provision of mental health and substance abuse services.