

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
HIS IDEAS, INC. DBA CHILDREN FIRST FOSTER FAMILY AGENCY**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, Behavioral Health and Social Services Branch, a political subdivision of the State of California (County) and His Ideas, Inc. dba Children First Foster Family Agency (FFA), a California non-profit corporation, (Consultant) for the purpose of providing youth specialty mental health services and Therapeutic Foster Care as a Therapeutic Foster Care Program Agency. (collectively, the “Parties” and individually a “Party”).

Section 1. DEFINITIONS

- A. **Assessment** means a service activity designed to evaluate the current status of a Client’s mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the Client's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures as described in § 1810.204 of the California Code of Regulations.
- B. **Child and Adolescents Needs and Strengths (CANS)** is a multi-purpose tool used to support decision making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services.
- C. **Child and Family Team (CFT)** is a team of family members, resource parents, legal custodians, community specialists and other support people identified by the family and agency who join together to empower, motivate and strengthen a family, and collaboratively develop a plan of care and protection to achieve safety, permanency, and well-being for the child and family.
- D. **Client** means infants, toddlers, children, adolescents and transitional age youth, including but not limited to court dependents and wards, under age 21, who meet access criteria for Specialty Mental Health Services as stated in Behavioral Health Information Notice (BHIN) No. 21-073, issued by the California Department of Health Care Services (DHCS) on December 10, 2021.
- E. **Clinical Care Meeting** means a coordinated case consultation meeting, to create plans for optimal care and/or discharge of a Client.
- F. **Clinical Case Manager** means the person who is responsible for assisting the Client and the family in accessing mental health treatment programs, facilitates coordination between the systems involved, and links to community resources.
- G. **Core Practice Model (CPM)** a statewide effort that sets practices and principles for children/youth served by both the child welfare and the mental health system that promotes a set of values, principles, and practices that is meant to be shared by all who support children/youth and families involved in the child welfare system,

including, but not limited to education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child/youth is involved. **The California Child Welfare Core Practice Model Practice Behaviors** is attached and herein incorporated as **Exhibit G**.

- H. **Corrective Action Plan ("CAP")** is submitted pursuant to Section 2.CC. by Consultant when the expected outcomes prescribed in Section 2 of this Agreement, were not achieved. The CAP shall include, but not be limited to:
- (1) an explanation of why the expected outcomes were not achieved;
 - (2) what circumstances and/or trends led to not achieving the expected outcomes;
 - (3) the action steps to be taken to ensure the expected outcomes are achieved during the next quarter;
 - (4) the name(s) of the Consultant's staff responsible for monitoring the progress; and
 - (5) the date progress is to be reviewed by County.
- I. **Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Specialty Mental Health Services** as described in Title 9, Section 1810.215 of the California Code of Regulations means mental health related diagnostic services and treatment, other than physical health care, available under the Medi-Cal program only to persons under 21 years of age pursuant to Title 42, Section 1396d(r) of the United States Code, that have been determined by the California Department of Health Services to meet the criteria of Title 22, Section 51340(e)(3) or (f); and that are not otherwise covered by Title 9, Division I, Chapter 11 Medi-Cal Specialty Mental Health Services as specialty mental health services.
- J. **Evidence Based Practice** refers to programs and practices that have empirical research supporting their efficacy.
- K. **Family** means a one or two-person unit engaged in the rearing of Clients or various other social units. Besides biological parents rearing their biological children, other common social units include, but may not be limited to, a relative/step parent rearing their children/step-children, foster parents rearing their foster children, adoptive parents rearing their adopted children, relative caregivers rearing their relative child(ren), and other similar units.
- L. **Foster Family Agency (FFA)** is an organization engaged in the recruiting, certifying, and training of, and providing professional support to resource parents, or in finding homes or other placement options for temporary or permanent care.
- M. **Managed Care Plan (MCP)** covers non-specialty mental health for mild to moderate levels of impairment.

- N. **Mental Health Plan (MHP)** is for severe level of impairment specialty mental health services.
- O. **Presumptive Transfer** is the prompt transfer of the responsibility for providing and paying for specialty mental health services for Clients in foster care, who are placed outside the county in which they came into foster care and are transferred to the county when the Client is placed. (Please see California AB 1299, codified as California Welfare and Institutions Code, Sections 14714 and 14717.1)
- P. **Primary Change Agent** is a specific causative factor or element or an entire process that results in change, particularly in the sense of improvement. In psychotherapy research, a change agent may be a component or process in therapy that results in improvement in the behavior or psychological adaptation of a patient or client.
- Q. **Problem List** means to include all applicable ICD-10 codes and serves as a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters that has largely replaced the use of Treatment Plans, except where federal requirements mandate a Treatment Plan be maintained.
- R. **Promising Practice** means programs and strategies that have some scientific research or data showing positive outcomes, but do not have enough to support generalizable conclusions.
- S. **Resource Family Approval (RFA)** is a method of approving caregivers to foster, adopt, or provide legal guardianship for the care and supervision of Foster Youth. Mandated by California State Statute, RFA creates a platform for all resource families to receive the same information, training, and opportunity for support.
- T. **Shasta County Mental Health Plan (MHP)** refers to the State of California approved Shasta County Mental Health Plan, number 22-20136. For the purposes of this agreement, the MHP is the contract between the State of California Department of Health Care Services (DHCS) and the County to provide specialty mental health services to eligible California Medi-Cal beneficiaries.
- U. **Short Term Residential Therapeutic Program (STRTP)** refers to a residential facility operated by a public agency or private organization that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, and short-term 24-hour care and supervision to children and non-minor dependents.
- V. **Students** mean master's degree students and non-licensed PhD students who are working in a field practicum may provide clinical services within their scope of practice under the supervision of a licensed behavioral health professional. Students providing clinical interventions within their scope of practice shall use appropriate

CPT codes to claim for reimbursement and include their National Provider Identifier (NPI) and the taxonomy code of their supervising clinician.

- W. **Therapeutic Foster Care (TFC)** is a service model that allows for the provision of short-term, intensive, highly coordinated, trauma-informed and individualized Specialty Mental Health Services (SMHS) activities to children and youth up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised, and supported TFC parents. The goal of TFC is to prevent higher level of care in STRTP.
- X. **TFC Client** is a child and/or youth who requires intensive and frequent mental health support in a family environment.
- Y. **TFC Parent** serves as a key participant in the therapeutic treatment process of the child or youth. The TFC parent will provide trauma-informed interventions that are medically necessary for the child or youth. The SMHS service activities provided through the TFC service model assist the child or youth achieve client plan goals and objectives; improve functioning and well-being; and help the child or youth to remain in a family-like home in a community setting; thereby avoiding residential, inpatient, or institutional care.
- Z. **TFC Program Agency** is a California Foster Family Agency (FFA) who meets licensure and accreditation requirements established by the California Department of Social Services (CDSS), that is able to approve TFC homes and accept children and youth for placement from county placing agencies; and, a Medi-Cal Mental Health provider that has a contract with a County Mental Health Plan as a Medi-Cal provider to provide both TFC services, and as appropriate if included in their contract with the MHP, a wide array of other specialty mental health services (e.g., ICC, IHBS, therapy services, therapeutic behavioral services; crisis intervention and stabilization).
- AA. **TFC Service Model** allows for the provision of certain SMHS service activities available under the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) benefit as a home-based alternative to high level care in institutional settings such as Short-term Residential Therapeutic Programs (STRTPs). The TFC home also may serve as a step down from STRTPs. The SMHS service activities provided through the TFC service model should not be the only SMHS that a child or youth would receive. Children and youth receiving SMHS service activities through the TFC service model must receive Intensive Care Coordination (ICC) and other medically necessary SMHS, as set forth in the client plan.
- BB. **TFC Specialty Mental Health Services (SMHS) Activities** provided through the TFC service model are part of a continuum of care for children and youth. Counties are encouraged to continue to develop the resources, supports, and services needed to maintain foster children and youth in family-based home settings while promoting permanency for the children and youth through family reunification,

adoption, or legal guardianship. These efforts may include the provision of Intensive Case Coordination (ICC), Intensive Home-Based Services (IHBS), and Wraparound services, as appropriate. The SMHS Activities provided through the TFC service model must be delivered using a Child and Family Team (CFT) to develop and guide the planning and service delivery process.

- CC. **Trauma-Informed Evidence Based Care/Model** is an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma.
- DD. **Youth Treatment Consultation Meeting** means a coordinated case consultation meeting, to discuss discharge and closure of case or to address communication or service provision issues concerning a court dependent or court ward Client.

Section 2. RESPONSIBILITIES OF CONSULTANT

Pursuant to the terms and conditions of this agreement, Consultant shall provide, for those Clients referred, specialty mental health services as follows:

- A. Comply with **Exhibit A: Shasta County Mental Health Plan (MHP) Specialty Mental Health Services**, and the attachments to **Exhibit A**. **Exhibit A** and its three attachments are attached and incorporated herein. If ambiguity, inconsistency, or conflict exists between the language of this agreement and **Exhibit A**, and the MHP, the MHP shall govern.
- B. Incorporate values and behaviors of Core Practice Model, Evidence Based Practice and Trauma Informed Care across all program areas.
- C. Make available a minimum of 10 individual assessment appointment slots per week, to be scheduled by County staff only. County's new referrals, and their associated intake appointment scheduling, will be given preference over rescheduling of "no show" appointments.
- D. Ensure timely access to services for each Client in accordance with current and future standards released by DHCS. Timely access data must be captured through **a Client Services Information (CSI) Assessment Record, Exhibit H (attached and incorporated herein by reference)**, and securely transmitted to the County. Mental Health and Substance Use Disorder Services Information (MHSUDS) Notice No. 19-020, issued by DHCS on March 22, 2019, outlines current timely access standards, including offering up to three dates to the Client for the initial assessment appointment, within 10 business days of their date of first contact for services.
- E. Submit a Comprehensive Assessment, a Problem List and applicable Treatment Plan when required, that meets Medi-Cal regulation requirements, to County within 60 calendar days from the date the Client is opened to the Consultant. The

Comprehensive Assessment for review shall comply with current federal and state specialty mental health regulations.

- (1) Update Client's Comprehensive Assessment at least once per year based on the date of Client's initial assessment and submit the updated assessment to County.
 - (2) Update the Client's Problem List on an ongoing basis to reflect the current presentation of the Client. Submit the updated Problem List with supporting documentation whenever the mental health diagnosis (F code) is updated.
- F. Involve the Client, parents, guardians and/or caregivers who are authorized to participate in all assessment, treatment planning, ongoing therapy and decision-making regarding the Client's service and document in the Client's Electronic Health Record (EHR).
- G. 75% of services should be family therapy with Client present or not present as family work is necessary for effective treatment for Clients under age 18. Family therapy with Client present or not present should focus on:
- (1) Helping parent(s), guardian(s), and caregivers understand the process of mental health treatment and the nature of the Client's mental disorder.
 - (2) Parent/caregiver capacity to support/address Client's mental disorder including but not limited to:
 - a. Parent, guardian, or caregiver and Client relationship issues;
 - b. Structure and stability of the home environment; and
 - c. Parenting strategies for challenging behaviors.
- H. Consultant shall provide referrals and/or facilitate linkage to community services for needs such as housing, food, clothing and transportation, as appropriate.
- I. Implement required Specialty Mental Health Services including, but not limited to: Mental Health Services, Targeted Case Management, Intensive Case Coordination (ICC), Intensive Home Based Services (IHBS), and Crisis Intervention.
- J. Utilize a Trauma Informed Evidence Based Model therapy as the primary treatment modality for Clients diagnosed with Post Traumatic Stress Disorder and Anxiety Disorder not otherwise specified when the Client's symptoms appear related to the Client experiencing a traumatic event.
- K. Consultant shall sustain accredited staff of choice in their Trauma Informed

Evidence Based Model and maintain all documentation and data tracking that is required to ensure fidelity to the evidence-based practice.

- L. Provide no more than 15% of specialty mental health services, per Client, at school sites. If an exception is needed for specific school related diagnoses, confer with County for approval on an individual Client basis.
- M. Provide at least 40% of specialty mental health services, per Client, in their home. If an exception is needed, confer with County for approval on an individual Client basis.
- N. Ensure interagency and organizational collaboration, including participation in meetings that address the mental health needs of Clients.
- O. Attend, participate, and at times coordinate a Clinical Care Meeting, Youth Treatment Consultation Meeting, or a Child and Family Team (CFT) meeting. Consultant must come prepared to participate with the following information:
 - (1) Reason for calling the Clinical Care Meeting, Youth Treatment Consultation Meeting or CFT;
 - (2) Age of Client;
 - (3) Who Client lives with/caregiver;
 - (4) Date treatment began with the Consultant;
 - (5) Treatment goals and progress toward or lack thereof;
 - (6) School performance/IEP status; and
 - (7) Diagnosis and medication management.
- P. Provide Consultant staffing composition which may include licensed, registered and waived clinicians, Students and other qualified staff.
- Q. Create a written transition plan when Client is assigned to another Clinician at Consultant's site or to another agency for EPSDT services; and provide a copy to County upon request.
- R. Serve Presumptively Transferred Clients received into the County, as described in Assembly Bill 1299 (California Welfare and Institutions Code, Sections 14714 and 14717.1) and All County Letter 17-032, issued jointly on July 14, 2017 by the California Departments of Social Services and Health Care Services.

S. CRISIS

- (1) In addition to the intake slots per week, Consultant shall give priority for services to Clients identified by County or Consultant as requiring immediate service (such as Clients discharging from an inpatient program, Clients identified as high risk/need, or foster youth).
- (2) Provide crisis support, including crisis assessment and intervention services to Clients during normal business hours and after hours at hospital, in office or in the home. Accompany Clients to the County's Health and Human Services Agency (HHS) Behavioral Health and Social Services Outpatient Mental Health office or Emergency Rooms when Client is in crisis and is considered a danger to self or a danger to others.
- (3) Consultant shall operate and maintain a 24-hour crisis line to ensure after-hours support.
- (4) Consultant shall contact and coordinate with staff working at acute psychiatric hospitals, the Juvenile Rehabilitative Facility, emergency rooms, and/or any other agency-involved staff within twenty-four hours when the Consultant is notified the Client has been hospitalized or temporarily removed from their usual residence.

T. QUALITY MANAGEMENT

- (1) Use only those forms that have been pre-approved by County Quality Management and Utilization Review.
- (2) Implement required services including:
 - a. Mental Health Services, including but not limited to:
 1. Assessment;
 2. Plan development;
 3. Psychotherapy including individual therapy;
 4. Group therapy;
 5. Rehabilitation services;
 6. Family Therapy;
 - b. Case management;
 - c. Crisis intervention services;
 - d. Intensive home based services (IHBS);

- e. Intensive case coordination (ICC); and
 - f. Peer support services.
- (3) Obtain prior written authorization from County for IHBS. Services rendered by Consultant without prior authorization, unless otherwise specified from County shall not be reimbursed.
 - (4) Inform County and submit Comprehensive Assessment to County, by fax, immediately upon determination, that a Medi-Cal beneficiary is ineligible for services. County shall review the Comprehensive Assessment and, if applicable, issue a Notice of Adverse Benefit Determination to Client in accordance with the guidelines set forth in the County's Mental Health Plan.
 - (5) Complete all Performance Outcome requirements in accordance with and as determined by the State of California Department of Health Care Services, and County. For purposes of this agreement Performance Outcomes include, but are not limited to, measures to determine Client progress and Consultant's productivity.
 - (6) Adhere to guidelines in accordance with policies and procedures issued by County and provided to Consultant, including but not limited to:
 - a. Complete all chart documentation as defined by the policy and procedure information located at the County Provider website. The Provider website is updated and maintained by County and is available at: <https://www.shastacounty.gov/health-human-services/page/resources-mental-health-providers;>
 - b. Conduct a minimum of three internal chart audits each month using a review tool approved by County Quality Management and shall submit documentation of said audits to County by the 15th day of the following month. Consultant shall participate in additional internal County Utilization Review activities as directed by County;
 - c. Comply with audit requests by County;
 - d. Complete and submit to County by July 15th for the preceding fiscal year, a written Quality Management Annual Work Plan (QM Plan) including Annual Work Plan Goals and Annual Work Plan Goal report analyzing progress made on prior year's QM Plan as required by the State of California Department of Health Care Services and as set forth in the County's Mental Health Plan;
 - e. Per Title 42 of the Code of Federal Regulations, parts 441.50 through 441.62, implementing sections 1902(a)(43) and 1905(a)(4)(B) of the Social Security Act provide EPSDT notification to all Medi-Cal

beneficiaries in clear language through written materials such as evidence of coverage documents, beneficiary handbooks and related material, and in person or over-the-phone dialogue and scripts of the following:

1. The value of preventive services and screenings.
 2. The services available under EPSDT.
 3. Where and how to obtain EPSDT services.
 4. That EPSDT services are free to eligible individuals under age 21.
 5. That transportation and scheduling assistance are available upon request.
- f. Determine who can legally give consent for Client treatment and obtain consent from that person as required by law; and
- g. Verbally notify Behavioral Health and Social Services Branch Director within four (4) hours regarding instances of significant harm to any Client.

U. **DISCHARGE PLANNING**

- (1) Prior to discharge Consultant shall coordinate a Youth Treatment Consultation Meeting with County that will support access to mental health services and continuity of care post discharge with County.
- (2) Per DHCS BHIN 22-065 issued on December 22, 2022, utilize the Transition of Care Tool for Medi-Cal Mental Health Services to ensure Clients shall receive timely and coordinated care when transitioning to the Managed Care Plan (MCP) which provides mental health services to those with mild to moderate levels of impairment.
- (3) If Client is taking psychotropic medication, Consultant will work collaboratively to assure Client will be discharged with a 30-day supply of medication or prescription(s) for a 30-day supply of current medications and shall coordinate discharge services with County Child Welfare Staff, Mental Health Staff, Education Liaison, Probation and medication support service providers who are involved in Client's service plan.
- (4) Utilize the **Program Diagnosis and Discharge** form, attached and incorporated herein as **Exhibit E**, when a Client's diagnosis has been updated and/or when the Client is discharged.

V. **FOSTER YOUTH**

- (1) Verbally notify the Child Welfare social worker or probation officer, and Mental Health Access within five working days of any of the following:

- a. Client has terminated counseling with Consultant.
 - b. Client, family, resource family, and/or relative caregiver has failed to respond to Consultant's efforts to schedule an appointment.
 - c. If Consultant deems a planned discharge is necessary, notification to County should be provided to the assigned social worker and/or probation officer before the Client is discharged.
- (2) Attend, participate, and at times coordinate the CFT meeting that occur throughout the life of the child welfare case.
 - a. Provide the Client's team information on Treatment Plan goals and progress made.
 - b. At CFT meetings share with Client, Social Worker and team Client progress on CANS including areas of strengths and areas of improvement.
- (3) Consultant shall provide testimony when subpoenaed to court and ordered to release information. In the event that Consultant is required by subpoena to testify in any matter arising out of or concerning this agreement by any party, Consultant shall not be entitled to any compensation from County for time spent or expense incurred in giving or preparing for such testimony, including travel time.
- (4) Consultant shall provide IHBS and ICC services to referred foster and ward Clients and offer after hours mental health support to all foster and ward Clients referred by County for intensive services.
- (5) Consultant shall collaborate with County and/or other community partners in providing IHBS and ICC services to referred foster youth.
- (6) Consultant shall operate and maintain a 24-hour crisis line and 24-hour response for County referred foster youth.

W. CHILD AND ADOLESCENT NEEDS AND STRENGTHS (CANS)

- (1) Utilize the CANS and Pediatric Symptoms Checklist (PSC 35) to build treatment planning during assessment, and ongoing to monitor Client progress. At a minimum, Consultant shall complete a CANS and PSC 35 during the initial assessment, every 6 months thereafter, and prior to discharge. County shall provide the Consultant with the version/template of the CANS and PSC 35 the County uses as a minimum application.

- (2) Routinely review individual Client and Consultant outcomes for quality improvement efforts in service delivery.
- (3) Consultant may utilize a CANS version with additional questions beyond the County version, but it must contain, at minimum, the same questions as the County version. Consultant shall submit CANS and PSC 35 data into an identified County database for DHCS reporting purposes.
- (4) Ensure staff are trained and certified annually in use of the CANS tool.

X. TELEHEALTH

- (1) Consultant may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy and security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page _____ at:
<https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
- (2) All telehealth equipment and service locations must ensure that client confidentiality is maintained.
- (3) Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- (4) Medical records for clients served by Consultant under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in DHCS BHIN 22-019, issued on April 22, 2022.
- (5) County may at any time audit Consultant's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

Y. PROBLEM LIST

- (1) Consultant will create and maintain a Problem List for each client served under this Agreement.
- (2) Consultant must document a Problem List that adheres to industry standards utilizing at minimum current SNOMED International, Systematized

Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

- (3) A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the Problem List.
- (4) The Problem List shall include, but is not limited to, all elements specified in BHIN 22-019.
- (5) County does not require the Problem List to be updated within a specific timeframe or have a requirement about how frequently the Problem List should be updated after a problem has initially been added. However, Consultant shall update the Problem List within a reasonable time such that the Problem List reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

Z. THERAPEUTIC FOSTER CARE (TFC)

- (1) Recruit, approve (unless already approved by County), and annually re-approve foster care parents following both RFA process and Medi-Cal SMHS requirements as TFC Parents who have the ability to meet the diverse therapeutic needs of Client(s).
 - a. TFC Parents must be, at minimum, 21 years of age.
 - b. The TFC Parent must meet California's Medicaid rehabilitation provider qualification for "other qualified provider" (i.e., has a high school degree or equivalent degree) and meet provider qualifications and other requirements regarding certification oversight, and any other requirements as established by the Shasta County Mental Health Plan (MHP).
 - c. The process for a resource parent to become a TFC Parent will be determined by the TFC Program Agency in accordance with its contract with County.
- (2) Provide at minimum a 40 hour training for each TFC Parent prior to providing SMHS services activities through the TFC Service Model.
 - a. Pre-service TFC training must cover the required 18 topics, referenced in Section 3 below., organized under the following eight broad categories with reflection of how the training topics relate to each other. The eight categories are:
 1. Introduction to TFC and the Service System;

2. Understanding Child and Adolescent Development and Appropriate Interventions;
 3. Working with Children/Youth Using a Trauma-Informed Approach;
 4. Preventing and Managing a Crisis;
 5. Communication with Children/Youth and Families;
 6. Cultural Competency;
 7. Client Sensitivity; and
 8. Parent Self-Care
- (3) Provide an outline and agenda of the 40-hour training to CSCContracts@co.shasta.ca.us to be approved by County. Training shall include the following 18 topics at a minimum:
- a. Introduction to Therapeutic Foster Care Services and TFC Parent role in mental health treatment planning;
 - b. Working with children who have been abused, neglected and/or delinquent;
 - c. Trauma informed care;
 - d. Developmental stages and age appropriate interventions;
 - e. Prevention of aggressive behavior and de-escalation techniques;
 - f. Positive behavioral reinforcement techniques;
 - g. Behavior management techniques;
 - h. Introduction to individualized mental health treatment of children;
 - i. Effective communication and relationship building techniques;
 - j. Understanding and monitoring medications;
 - k. Crisis management and de-escalation techniques;
 - l. Cultural competence and culturally responsive services;

- m. Client sensitivity training, including stories and content developed and delivered by peer roles such as resource parents, former foster youth, bio parents;
 - n. Training around stress and well-being/self-care;
 - o. Involvement and role in Child and Family Team (CFT);
 - p. Progress note training/medical necessity criteria;
 - q. Health Insurance Portability and Accountability Act (HIPAA);
 - r. Access to other medically necessary Specialty Mental Health Services (SMHS);
- (4) Provide a minimum of 24 hours of annual ongoing training related to providing TFC Services that includes an emphasis on skill development and application and SMHS knowledge acquisition. This training can be provided in a variety of formats including videos, readings, internet training, and webinars.
- (5) Provide the management oversight of TFC Parents.
- (6) Provide a Waivered or Registered Mental Health Professional (WRMHP) to supervise all approved TFC Parents. The WRMHP will provide direction to the TFC Parent and will ensure that the TFC Parent is following the Client plan. The WRMHP that is able to direct services will be acting as the team leader, providing direct and ongoing supervision of service delivery, or review and approval of the individual Client plans. The WRMHP responsible for directing services assumes ultimate responsibility of the TFC Services provided by the TFC Parent(s).
- (7) Provide ongoing supervision and intensive support to TFC Parents; Face-to-face supervision in the home a minimum of 1 hour per week to review the treatment plan, review and co-sign progress note, ensuring that each progress note meets Medi-Cal SMHS and contractual requirements and supervise the provision of the following TFC Service Model SMHS service activities:
- a. Rehabilitation;
 - b. Planned development (as part of the CFT);
 - c. Collateral;
 - d. Monitoring the Client's progress in meeting plan goals related to the provision of EPSDT services provided under the TFC Service Model;

- e. Maintaining of documentation (progress notes) related to TFC Parents and Client which is included in the Client's plan;
- f. Provide Medi-Cal-related reports, as required, to the County Mental Health Plan or designee;
- g. Providing peer role supports to TFC Parent(s) and Client (both resource parent peer roles and former foster youth peer roles); and
- h. As it relates to the care of the individual Client, the TFC Program Agency is responsible for the following:
 - 1. Collaborating and coordinating between and among the Behavioral Health and Social Services CFT and natural supports at the CFT meetings with the TFC Services in the development and implementation of the plan;
 - 2. Assessing the Client's progress in meeting plan goals related to provision of TFC services and communicating progress through the CFT;
 - 3. Ongoing communication and collaboration with the assigned County Social Worker, Probation Officer and/or Clinician;
 - 4. Incorporation of evidence informed practices in the training of TFC Parents and the treatment of the Client(s).

(8) Role of TFC Parent as a Provider of Medicaid TFC – SMHS Activities

The Client placed with TFC Parent(s) are to receive certain Medi-Cal SMHS service components under a TFC Service Model operating under the direction of a WRMHP able to direct services from the TFC Program Agency, as described below:

- a. The TFC Parent(s) shall serve as one of the Primary Change Agents for the Trauma-Informed, rehabilitative treatment of the Client as set forth in the Client plan. A Client who is receiving certain Medi-Cal SMHS service components under a TFC Service Model through the TFC Parent will continue to be eligible for and should receive other Specialty Mental Health Services including Intensive Care Coordination (ICC) and Intensive Home Based Services (IHBS) in and out of the home as set forth in their Client plan.
- b. TFC Parents shall provide a range of activities and services which include: the implementation of in-home evidence informed practices consisting of trauma informed rehabilitative treatment strategies set

forth in the Client's plan. Services to be provided include but are not limited to:

1. Providing skills-based interventions including coaching and modeling, developing functional skills to improve self-care, and improving self-management in areas of anger management or self-esteem or peer relations;
2. Implementing the risk management/safety components of the Client's plan;
3. Participating as a member of the CFT in care planning, monitoring, and review processes;
4. Observing, monitoring, and alerting TFC Program Agency and members of the CFT about changes in the Client's needs;
5. Assisting or linking the Client in accessing needed medical, vocational, or other services needed to meet plan goals;
6. Providing face-to-face TFC Service Model at the TFC home or anywhere in the community.

(9) Service Authorization

- a. Service authorization shall be consistent with County MHP process for authorizing mental health services. As the nature of the TFC Service Model is high intensity and relatively short term, the progress of this service should be reviewed in coordination with the CFT, at a minimum, initially at three months and every three months thereafter (or as determined by the CFT).

(10) Medi-Cal Documentation Requirements

- a. The TFC Parents must write and sign a daily progress note and the TFC Program Agency's WRMHP must review and co-sign the daily progress note which meets state Medicaid documentation standards of the Client's qualifying behavior, activities, progress, and achievements or progress toward specific outcomes outlined in the Client's Plan.
- b. The TFC Program Agency must comply with the mental health documentation requirements prescribed by the County MHP and the contract between DHCS and the local mental health plan.
- c. The SMHS service components provided under a TFC Service Model must be reflected in the Client's Plan.

(11) Service Limitations /Lockouts

- a. The TFC service model does not include:
 - 1. Reimbursement for the cost of room and board which will be paid separately to the TFC parents utilizing federal, state or local foster care funding sources;
 - 2. Other foster care program related services such as assessing adoption placements, serving legal papers, home investigations, administering foster care subsidies or other parenting functions such as providing food or transportation.
 - 3. Medi-Cal SMHS service components provided under the TFC Service Model are not reimbursable on days when Psychiatric Inpatient Hospital Services, Psychiatric Health Facility Services, or Psychiatric Nursing Facility Services are reimbursed, except for the day of admission to these services or day of discharge when a Client transitions to a TFC home.
 - 4. While the Client is detained in Juvenile Hall.
 - 5. While the client is in Short Term Residential Therapeutic Program or other residential setting.

(12) Submit an annual program evaluation via encrypted email to CSCContracts@co.shasta.ca.us that incorporates input from the child and family team members, TFC Program Agency evaluation, as well as a self-evaluation by the TFC Parent. The evaluation should be strength-based and solution-focused. It should address:

- a. The TFC Parent's role and performance as a therapeutic change agent;
- b. Treatment strategies;
- c. Case records, progress notes and other pertinent documentation;
- d. Active participation on the Child and Family Team (CFT) to identify supports for the Client and family, including linking with a TFC Parent who can best meet the Client's individual needs; and
- e. Integrating the TFC Parent and appropriate staff into the existing CFT.

- AA. Consultant shall submit by the 15th of each month following the month of services rendered a completed **Monthly Progress Report** using the form herein incorporated and attached as **Exhibit F**, along with completed Client satisfaction surveys, via encrypted email to: CSContracts@co.shasta.ca.us.
- BB. As required by California Government Code, Section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."
- CC. In the event Consultant does not achieve one or more of the expected outcomes identified in this Section of this Agreement, Consultant shall within two weeks after the identified underachieved outcome develop a CAP and submit it via email to CSContracts@co.shasta.ca.us. The CAP shall remain in place for a minimum of one year or until Agreement expires, and Consultant shall provide quarterly CAP updates to County throughout. Consultant's failure to substantially comply with the terms of this clause and/or any duties described in the CAP shall result in a 10 percent reduction of the total compensation under this agreement. County's election to impose the terms and conditions contained within this clause shall be in addition to and in no way limits County's available remedies resulting from Consultant's breach of the terms and conditions of this agreement.

Section 3. RESPONSIBILITIES OF COUNTY

Pursuant to the terms and conditions of this agreement, County shall:

- A. Compensate Consultant as prescribed in sections 4 and 5 of this agreement.
- B. Monitor and evaluate the performance of Consultant throughout the term of this agreement to assure compliance with the terms and conditions of this agreement.
- C. Conduct meetings a minimum of biannually, maximum of once per month, to coordinate mental health treatment, program planning, contract compliance, and to provide consultation to Consultant regarding service delivery. The date, time and location of each meeting will be set by County.
- D. Conduct visits for Medi-Cal site certification and program review at site(s) where Consultant provides services in accordance with the Mental Health Plan and Title

9 of the California Code of Regulations, Section 1810.435. Dates and times of site visits shall be determined by County based upon Medi-Cal Certification and Recertification requirements.

- E. Review Consultant's participation in and compliance with Mental Health Plan problem resolution process and California Code of Regulations, Title 9, Division 1, Chapter 11, Subchapter 5 "Problem Resolution Processes" for Client complaints or grievances.
- F. Conduct utilization review meetings with Consultant staff for the purpose of reviewing documentation in the records of Clients receiving services. The date, time, and location of each utilization review meeting shall be set by County.
- G. Notify Consultant when Clients are admitted to a psychiatric hospital by County.
- H. Refer Clients that are Full-Scope Medi-Cal eligible beneficiaries and assess non Medi-Cal eligible youth to determine eligibility for services prior to referral for Consultant's services as provided in Section 2.
- I. Allow Consultant access to County Electronic Health Record system to provide required documentation of treatment provided to County clients.

Section 4. COMPENSATION

- A. Consultant shall be paid for the services described in this agreement and compensated as prescribed in **Exhibit B, Rates**, attached and incorporated herein. The total compensation payable to Consultant under this agreement shall not exceed one million two hundred thousand dollars and no cents (\$1,200,000.00) over the term of this agreement.
- B. Total compensation payable to Consultant per County fiscal year (FY) shall not exceed \$300,000 per fiscal year for specialty mental health services and \$100,000 per fiscal year for TFC Program Agency Services.
- C. Consultant shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed **Exhibit D, Auditor-Controller ACH/Direct Deposit authorization form**, attached and incorporated herein; therefore, Consultant shall within five days of execution of this agreement complete and submit Exhibit D to County.
- D. Consultant's violation or breach of agreement terms may result in fiscal penalties, including but not limited to withholding of compensation, or termination of agreement.

Section 5. BILLING AND PAYMENT

- A. Consultant shall submit to Fiscal Unit, Shasta County HHSA, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th each month for services rendered the preceding month, and in accordance with the Budget, an itemized statement of services on a billhead or invoice regularly used in the conduct of Consultant's business (Invoice) that includes Consultants current and active National Provider Identifier (NPI) number under which the services provided pursuant to this agreement shall be billed to state or federal payer sources along with all required service data needed for Medi-Cal billing using either the **Daily / Monthly and Group Claim Forms**, attached and incorporated herein as **Exhibit C**, or using County approved service reports generated from Consultant's EHR, and any progress notes supporting documentation and/or receipts.
- B. The correct and currently active NPI(s) shall be included as documentation on each billhead or invoice submitted by Consultant to County. Any billhead or invoice received by County without the NPI included shall be returned to Consultant and shall not be reimbursed by or compensated for by County until the billhead or invoice is submitted including the NPI.
- C. County shall not be obligated to pay Consultant for services covered by any Invoice, if Consultant presents the Invoice to County more than 90 days after the date services were rendered by Consultant for Medi-Cal eligible youth or more than 150 days after the date services were rendered by Consultant for Medi-Cal eligible youth with private insurance.
- D. Consultant shall provide County with supporting documentation and an explanation of benefits (EOB) when submitting Invoices for Medi-Cal eligible youth with private insurance. If Consultant does not receive a response from the private insurer within 90 days of billing to them, Consultant shall include that service in the next Invoice to the County, providing the completed claim form as proof of billing. Consultant shall provide advance notice to County when submitting an Invoice for Medi-Cal eligible youth with private insurance more than 90 days after the date services were rendered by Consultant.
- E. County shall make payment to Consultant within 30 days of receipt of Consultant's correct and approved Invoice. For the final month of this agreement, Consultant shall submit to Fiscal Unit Shasta County HHSA, a final Invoice no later than the 10th of the following month. Notwithstanding the previous sentence, a final Invoice for Medi-Cal eligible youth with private insurance, including supporting documentation and EOB, may be submitted by Consultant to Fiscal Unit, Shasta County HHSA after that date, with prior approval of the HHSA Director (Director) or any HHSA Branch Director designated by the Director provided that the final Invoice is provided to the Director or HHSA Branch Director designated by the Director no later than four months after the final month of this agreement.
- F. Upon early termination of this agreement, County shall compensate Consultant pursuant to the terms of this agreement within 30 days of receipt of Consultant's final Invoice and Expenditure Report. Consultant shall submit Consultant's final

Invoice and Expenditure Report within 15 days of the effective date of termination. To the extent necessary to effectuate full compensation of Consultant, this provision shall survive the termination of this agreement.

- G. Consultant shall provide County with all records required to bill third-party payors, including documentation of billing to private insurance, required for the purposes of the Utilization Review Meetings, and as may be required by County for other purposes relevant to the provision of services under the terms of this agreement.
- H. Consultant shall provide financial information and/or records pertaining to Consultant's agency including, but not limited to: an audited financial statement from audit prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States (OMB) and any compliance supplements in effect at the time and performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Consultant's receipt of financial statement); IRS form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County HHSA -Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Consultant shall provide additional financial information as requested by County within 30 days of receiving such request. Consultant shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.
- I. All approved services adjudicated through the Short-Doyle/Medi-Cal Program of the State of California Department of Health Care Services shall be settled pursuant to **Exhibit A** of this agreement, at actual costs or published costs, whichever is less.
- J. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable Consultant revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- K. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal

government, as directed by County, or the state or federal government, for such disallowed cost.

- L. Services denied for payment by Medi-Cal will be adjusted against future Consultant monthly statements.
- M. Consultant shall hold harmless the California Department of Health Care Services and Clients served under the terms of this agreement in the event the County cannot or does not pay for services provided by Consultant pursuant to this agreement.

Section 6. TERM OF AGREEMENT

The initial term of this agreement shall be for three years beginning the last date it has been signed by both parties. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 60 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Board of Supervisors, unless otherwise delegated when approved.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a format

acceptable to County.

- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and HHSA Director, or any HHSA Branch Director, designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, with the specific exception of Exhibit A, also referred to as Addendum 1 Shasta County Mental Health Plan, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF CONSULTANT

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that

the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. This indemnification provision is independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

Section 12. INSURANCE REQUIREMENTS

Without limiting Consultant's duties of defense and indemnification:

- A. Consultant and any subcontractor shall carry Commercial General Liability Insurance and other coverage necessary to protect County and the public with limits of \$2 million per occurrence or claim. Such coverage shall:
 - 1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
 - 2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - 3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
 - 4. Contain, or be endorsed to contain, a "separation of insureds" clause which shall read, or have the same effect as:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

 - a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- B. Consultant and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Consultant has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:
 - 1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
 - 2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.

- C. Consultant and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's employees, covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- D. Consultant shall carry Professional Liability Errors and Omissions Insurance, applicable to the Consultant's profession and the services/work being performed with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- E. Consultant shall carry coverage for Sexual Abuse or Molestation with limits of \$2 million per occurrence or claim, \$2 million aggregate.
- F. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry Cyber and Privacy Liability Insurance, applicable to the services/work being performed, with limits of not less than \$2 million per occurrence, \$2 million aggregate; covering, but not limited to, claims involving security breach, system failure, data recovery, damage to persons and property, business interruption, breach response, regulatory fines and penalties, credit monitoring, cyber extortion, social engineering, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage shall apply to property damage resulting from any of the above, and for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Consultant.
- G. Consultant shall require its subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon of Consultant by this agreement.
- H. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Consultant or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured

Parties. County may deduct from any amounts otherwise due Consultant to fund the self-insured retention or deductible.

- (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the coverage for claims received and reported three years after the expiration date of this agreement.
- (3) In the event that coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
- (4) Consultant hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Consultant may acquire against County by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
- (5) Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to County.
- (6) Before the effective date of this agreement, Consultant shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this agreement; for purposes of verification of consultant meeting insurance requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.
- (7) Coverage required herein shall be in effect at all times during the term of this agreement, and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best’s rating of not less than A:VII, unless otherwise authorized by County.
- (8) In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of

the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (9) For any claims related to this agreement, Consultant's coverage shall also be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Consultant's coverage and shall not contribute with it.
- (10) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for County, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org.7., and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than

full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 17. LICENSES AND PERMITS

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 18. PERFORMANCE STANDARDS

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 19. CONFLICTS OF INTEREST

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 20. NOTICES

- A. Except as provided in Section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Director of Mental Health
Behavioral Health and Social Services
Attn: Contracts Unit
1313 Yuba Street
Redding, CA 96001
Tel: (530) 245-6821
Fax: (530) 225-5190

If to Consultant: Michael Logan, CEO
Children First Foster Family Agency
P.O. Box 950
Red Bluff, CA 96080
Tel: (530) 528-2938
Fax: (530) 528-8034

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 21. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 23. PROPERTY TAXES

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 24. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 25. COUNTY'S RIGHT OF SETOFF

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

Section 26. CONFIDENTIALITY

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. CONFIDENTIALITY OF PATIENT INFORMATION

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Health and Safety sections 11845.5 and 11812, 22 California code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 28. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Consultant understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical

information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Consultant understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary and reasonable actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Consultant agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Consultant that are provided for in Section 11.

Section 29. HIPAA ADDENDUM

Attached to this agreement, and incorporated by reference, is an Addendum that constitutes a Business Associate Agreement as required by the federal Health Insurance Portability and Accountability Act.

Section 30. 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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SHASTA

Date: _____

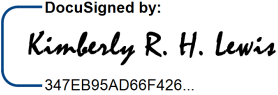
PATRICK JONES, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

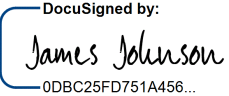
Approved as to form:
GRETCHEN M. STUHR
Interim County Counsel

By: 
Name: Kimberly R. H. Lewis

Date: 10/24/2023 | 11:01 AM PDT

Title: Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: 
Name: James Johnson

Date: 10/20/2023 | 5:02 PM PDT

Title: Risk Management Analyst III

CONSULTANT

By: 
Name: Michael Logan

Date: 10/20/2023 | 11:54 AM PDT

Title: Chief Executive Officer

Tax I.D.#: On File

ADDENDUM 1**Shasta County Mental Health Plan
Specialty Mental Health Services****I. ADDITIONAL RESPONSIBILITIES – Consultant shall:**

- A. Comply with all applicable provisions of the State of California approved Shasta County Mental Health Plan (“MHP”), number 22-20136, and any subsequent updates.
 - 1. For the purposes of this agreement, the MHP is the contract between the California Department of Health Care Services (“DHCS”) and County to provide Specialty Mental Health Services (“SMHS”) to Medi-Cal beneficiaries (“Clients”). The MHP is available online at: <https://www.shastacounty.gov/health-human-services/page/resources-mental-health-providers>. If any ambiguity, inconsistency, or conflict exists between the language of this agreement and ADDENDUM 1, ADDENDUM 1 shall govern. If any ambiguity, inconsistency, or conflict exists between the language of this agreement and ADDENDUM 1, and the MHP, the MHP shall govern.
- B. Check the website in Section I.A.1. regularly for updates to ensure Consultant has current approved MHP. Should Consultant be unable to access the electronic version of the MHP, County will provide Consultant with a hard copy upon written request.
- C. Comply with all applicable provisions of the State of California Therapeutic Behavioral Services (“TBS”) Coordination of Care Best Practice Manual (released July 2010), and TBS Documentation Manual (released October 2009, version 2.0) and any subsequent updates.
- D. Provide to County, at least monthly, information on providers for maintaining the MHP Provider Directory, pursuant to DHCS Mental Health Substance Use Disorder Services (“MHSUDS”) Information Notice 18-020 and in compliance with Title 42, Code of Federal Regulations (“CFR”), section 438.10(h).
- E. Provide to County, at least monthly MHP provider network data as required pursuant to BHIN No. 22-032, which shall be submitted by County to DHCS using the 274 standard.
- F. Submit reports as directed by County or DHCS.
- G. All Consultant’s direct care staff must take the CalMHSA CalAIM trainings within 30 days from the execution of this agreement and from the start date of every new hire.
- H. Not submit a claim to, demand from, or otherwise collect reimbursement from the Client, or persons acting on behalf of the Client, for any SMHS or related administrative service provided pursuant to this agreement, except to collect other health insurance coverage, share of cost, and/or co-payments.
- I. Provide informing materials to Clients when first providing SMHS, pursuant to California Code of Regulations (“CCR”), Title 9, section 1810.360(c), and upon Client request.

- J. Comply with the County's policy and procedure on advance directives and shall not discriminate against any Client on the basis of whether or not the Client has an advance directive. A copy of this policy/procedure will be provided by County to Consultant upon request.
- K. Document, in an Electronic Health Record ("EHR"), all routine clinical SMHS provided to Clients within 3 business days of service delivery and all crisis intervention services within 24 hours of service delivery.
- L. Pursuant to California Department of Mental Health ("DMH") Letter No. 08-10, maintain an electronic signature agreement for the terms of use of an electronic signature for each individual documenting clinical SMHS in Consultant's EHR.
- M. Comply with the Privacy and Information Security Provisions contained in Exhibit F of the MHP as referenced in Section I.1.A. of this addendum.
- N. Implement reasonable and appropriate administrative, physical and technical safeguards to protect Protected Health Information ("PHI"). For purposes of this agreement PHI means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium.
- O. Report any security incidents within 24 hours or breaches of unsecured PHI to County within 1 hour to hipaaprivacy@co.shasta.ca.us.
- P. Comply with MHP's Cultural Competency Plan and ensure culturally appropriate alternatives and options to racially, ethnically, linguistically and culturally diverse Clients.
- Q. Ensure Consultant's providers annually attend Cultural Competency training. Provide documentation of training to County upon request.
- R. Hold harmless the State of California and Clients served under the terms of this agreement in the event the County cannot or does not pay for services provided by Consultant pursuant to this agreement.
- S. Consistent with the requirements of applicable federal law, such as 42 CFR, section 438.3(d)(3) and (4), and state law, not engage in any unlawful discriminatory practices in the admission of Clients, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
- T. Notify County of any/all physical changes to the site where services are provided by Consultant in accordance with the MHP and Title 9 of the CCR.
- U. Notify County of any/all changes in leadership staff within ten days of change. Leadership staff includes, but is not limited to, Executive Director, Clinical/Program Director, and Chief Fiscal Officer.

II. CRITERIA

- A. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be

provided and submitted to the County for reimbursement under any of the following circumstances:

1. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
2. The service was not included in an individual treatment plan; or
3. The client had a co-occurring substance use disorder.

B. Diagnosis Not a Prerequisite

1. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

III. MEDICAL NECESSITY

- A. Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.
- B. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.
- C. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

IV. ACCESS TO SERVICES – Consultant shall:

- A. Provide linguistically competent services, in accordance with Title VI of the Civil Rights Act of 1964 and Title VI Regulations for federally funded programs to ensure equal access for Limited English Proficiency individuals, Consultant shall provide linguistically competent services with appropriate-language certified interpreters either through in-house means or by contracting with an appropriate service provider.
- B. Pursuant to 42 CFR sections 438.10(c)(4) and (5) and CCR, Title 9, section 1810.410, make oral interpretation and the use of auxiliary aids such as TTY/TDY and American Sign Language, available free of charge to each Client.
- C. Provide physical access, reasonable accommodations, and accessible equipment for Clients with physical or mental disabilities pursuant to 42 CFR sections 438.206(b)(1) and (c)(3).
- D. Not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation,

gender identity, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- E. Ensure hours of operation during which services are provided to Clients that are no less than the hours of operation during which the Consultant offers SMHS to other persons served by Consultant.
- F. Ensure medically necessary SMHS are available 24 hours per day, 7 days per week.

V. PERSONNEL – Consultant shall:

- A. Furnish such qualified professional personnel pursuant to the requirements of Title 9 of the CCR, for the type of services prescribed in this agreement.
- B. Provide clinical supervision to all treatment staff, licensed or unlicensed. Those staff seeking licensure shall receive supervision in accordance with the appropriate State Licensure Board.

VI. BILLING & PAYMENT

- A. Client services denied for payment by Medi-Cal will be adjusted against future monthly invoices submitted by Consultant.
- B. County shall suspend payments to Consultant for which the County or State determines there is a credible allegation of fraud (CFR, Title 42, sections 438-508(a)(8) and 455.23).

VII. AGREEMENT SUPERVISION

- A. The Director, or his/her designee, shall be the County representative authorized and assigned to represent the interests of County and to determine if the terms and conditions of this agreement are carried out.
- B. County shall monitor the kind, quality, and quantity of Consultant's services and criteria for determining the persons to be served and length of treatment for the persons receiving mental health services covered under the terms of this agreement.

VIII. LICENSING REQUIREMENTS – Consultant shall:

- A. With respect to Consultant's sites, comply with all applicable County, state and federal licensing requirements, shall obtain all applicable licenses, and display same in a location on Consultant's sites that is reasonably conspicuous. Failure to maintain the licensing requirements shall be deemed a breach of this agreement and may be, at County's sole discretion, grounds for the termination of this agreement pursuant to Section 7.A. of this agreement.
- B. Ensure Consultant and Consultant's officers, employees, and agents performing the work or services required by this agreement possess and maintain all necessary licenses, permits, certifications, and credentials required by the laws of the United States of America, the State of California, the County of Shasta, and all other

appropriate governmental agencies. Failure to maintain these licenses, permits, certifications, and credentials shall be deemed a breach of this agreement and shall constitute grounds for the termination of this agreement by County.

C. For all of Consultant's licensed, registered, and waived providers providing SMHS services pursuant to this agreement:

1. Comply with credentialing requirements per Title 42, CFR, section 438.214 as per MHSUDS Information Notice No. 18-019, and any additional requirements established by DHCS.
2. Ensure credentialing shall be performed prior to enrollment in Medi-Cal, and at a minimum of every three years.
3. Provide to County, upon request, documentation of credentialing.
4. Ensure its policies do not discriminate against providers.

D. Ensure all applicable individual specialty mental health providers and specialty mental health provider facilities are enrolled in Medi-Cal through the DHCS Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN No. 20-071.

IX. NOTICE OF RIGHTS – Consultant shall provide to Clients receiving SMHS pursuant to this agreement, notice of their rights in accordance with section 5325 of the WIC and CCR, Title 9, section 862. In addition, in all of Consultant's Site(s), Consultant shall have prominently posted in the predominant languages of the community a notice of the rights delineated in section 5325 of the WIC and in CCR, Title 9, section 862.

X. QUALITY ASSURANCE – Consultant shall:

- A. Participate in and comply with Shasta County MHP Problem Resolution process for Client complaints, grievances, appeal and fair hearings to ensure SMHS provided under this agreement are appropriate and are provided in compliance with Title 9 of the CCR and the MHP, and shall comply with all grievance, appeal and fair hearing timeframes as required per 42 CFR 438.400 through 42 CFR 438.424. Clients shall have the right to a State Fair Hearing after an adverse finding on any appeal of the Client, and shall have the right to the continuation of SMHS during any appeal or State Fair Hearing (42 CFR 438.414).
- B. Advise County, within 24 hours of notification, of any investigation or adverse action taken against it, or against its officers, employees, and agents providing services pursuant to this agreement, by state or federal agencies and/or professional licensing organizations.

XI. OVERPAYMENTS – Consultant shall:

- A. Notify County, pursuant to 42 CFR section 438.608(c)(3), of any payments in excess of amounts specified for reimbursement of SMHS within 24 hours of identification by Consultant. Any overpayment shall be returned to County within 60 days from the date the overpayment was identified.

XII. COMPLIANCE WITH LAWS – Consultant shall comply with:

- A. All laws and applicable Medicaid laws, regulations, and contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions and including applicable sub-regulatory guidance and contract provisions [42 CFR, section 438.230(c)(2)].
- B. The provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- C. And shall ensure Consultant's officers, employees, and agents comply with the policies of Shasta County adopted pursuant to the Deficit Reduction Act of 2005, Section 6032.
- D. All applicable Medi-Cal Specialty Mental Health Services regulations; section 14680 of the WIC; and the CCR, Title 9, Chapter 11.
- E. All applicable provisions of Part 2 of Division 5 of the WIC, (commencing at section 5600 et seq.), Title 9 and Title 22 of the CCR, the DHCS Cost Reporting/Data Collection Manual, California Department of Healthcare Services Information Notices, and the prior State of California Department of Mental Health Policy Letters.
- F. All applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, pertaining to the provision of Medi-Cal SMHS, each of which are hereby made a part hereof and incorporated herein by reference including, but not limited to, CCR, Title 9, section 1810.436.
- G. All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- H. Section 1352 of Title 31, U.S.C. and no funds expended pursuant to this agreement shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement. All services rendered by Consultant pursuant to this agreement shall be in compliance with Section 1352 of Title 31, U.S.C., and in conjunction therewith shall execute **ADDENDUM 1, Attachment 1, Certification Regarding Lobbying**, attached and incorporated herein.

XIII. RECORD RETENTION/AUDITS/AVAILABILITY – Consultant shall:

- A. Make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of this contract, or determinations of amounts payable available at any time for inspection, examination or copying by the DHCS, CMS, HHS Inspector General, the United States Comptroller General, their designees and other authorized federal and state agencies. [42 CFR section 438.3(h)]. This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. [42 CFR section 438.230(c)(3)(iii)]. DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the Consultant at any time if there is a reasonable possibility of fraud or similar risk, then. [42 CFR section 438.230(c)(3)(iv)].
 1. Inspection shall occur at the Consultant's place of business, premises or physical facilities, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least 10 years from the close of the state fiscal year in which the contract was in effect. Consultant's agreement that assignment or delegation of this agreement shall be void unless prior written approval is obtained from County.

XIV. CLINICAL RECORDS – Consultant shall maintain adequate clinical treatment records. Clinical treatment records must comply with all applicable state and federal requirements. Individual Client clinical treatment records shall contain assessment information, treatment planning documents, and progress notes which reflect all Client contacts and/or all treatment decisions. Program and Client clinical treatment records shall contain detail adequate for the evaluation of the service. Consultant shall provide monthly reports to the Director in conformance with the Client and Service Information (CSI) System as directed by the County.

XV. PROVIDER DISCLOSURE REQUIREMENTS – Consultant shall:

- A. In accordance with 42 CFR sections 455.104-106:
 1. Provide a completed **ADDENDUM 1, Attachment 2, Provider Disclosure Statement**, attached and incorporated herein, to County before the effective date of this agreement, and annually thereafter.
 2. Submit an updated **Provider Disclosure Statement**, within 35 days of any change in Consultant's ownership, or upon request by County.
 3. Submit updated disclosures within 35 days of any significant business transactions, or upon request by County.
- B. Hereby acknowledge that failure to comply with the requirements of section XV.A. of this addendum may result in County's termination of any pending agreement, or termination of any existing agreement.
- C. Disclose to County, within 35 days of request by County, the ownership of any subcontractor with whom the Consultant has had business transactions totaling more

than \$25,000 during the preceding 12-month period, and any significant business transactions with any wholly owned suppliers or subcontractors during the preceding five-year period.

- D. Per 42 CFR 455.434(a), require its SMHS providers to consent to criminal background checks as a condition of enrollment in Medi-Cal.
- E. Per 42 CFR 455.434(b)(1), require its SMHS providers and any person with a five percent or more direct or indirect ownership interest in the Consultant to submit a set of fingerprints.

XVI. FEDERAL HEALTHCARE COMPLIANCE PROGRAM

- A. In entering into this agreement, Consultant attests they have an active Program for Compliance with Federal Healthcare Programs in place and provide regular training on Federal Healthcare Compliance to all employees who provide services that are paid for with Federal Healthcare dollars. Consultant further acknowledges the County's Program for Compliance with Federal Healthcare Programs ("Compliance Program") and agrees to comply, and to require its employees who are considered "Covered Individuals" to comply, with all policies and procedures of the Compliance Program including, without limitation, **ADDENDUM 1, Attachment 3, MHP Consultant Code of Conduct**, attached and incorporated herein. Should the aforementioned MHP Consultant Code of Conduct be amended during the term of this agreement, Consultant shall comply with the Code of Conduct as amended and as provided to Consultant by County. "Covered Individuals" are defined as employees of the Consultant with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement from a Federal Healthcare program.
- B. Consultant agrees that all of its employees who are Covered Individuals, both current and all newly-hired, will be required to attend, upon hire and annually thereafter, the complete compliance training program provided by County, or Consultant's program with prior approval of County's Compliance Officer, or designee, as required by the County's Compliance Program. Consultant shall provide copies of signed Code of Conduct-Consultant to County within 24-hours of request by County.
- C. Consultant shall not, pursuant to 42 C.F.R. section 438.214(d), employ or contract with providers or other individuals and entities who are, or at any time, have been excluded from participation in federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either section 1128, 1128A, or 1156 of the Social Security Act, including and without limitation, Medicare or Medi-Cal.
- D. Consultant hereby attests that Consultant and all Consultant's employees and subcontractors, as well as any person with an ownership or control interest, and agents or managing employees are not, nor at any time have been, excluded from any federally funded healthcare program, including Medicare or Medi-Cal provider participation.

- E. Pursuant to 42 CFR section 438.610, Consultant shall not knowingly have a relationship with any individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation, or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
- F. Consistent with the requirements of 42 CFR section 455.436, the Consultant must confirm the identity and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, and agents or managing employees. Consultant shall verify prior to hire, and monthly thereafter, and a minimum of 12 months' post termination of employment or subcontract, all of Consultant's employees, subcontractors, any person with ownership control or interest, agents and managing employees are not excluded from federally funded healthcare programs, including Medicare and Medi-Cal provider participation. Consultant shall maintain documentation of monthly verification on file and provide such documentation to County by the 10th of the following month, electronically in .pdf format, or another electronic format preapproved by County, to mceur@co.shasta.ca.us. Exclusion verification, at a minimum, shall include Consultant's use of the following three websites:
1. Office of Inspector General
(http://oig.hhs.gov/exclusions/exclusions_list.asp)
 2. Medi-Cal Suspended and Ineligible List
(<https://files.medi-cal.ca.gov/pubsdoco/SandILanding.aspx>)
 3. System for Award Management
(<https://sam.gov/content/exclusions>)
- G. If Consultant finds any party that is excluded, Consultant must notify the County within 24 hours of discovery. Any inappropriate payments or overpayments based on an excluded party shall be subject to recovery and/or be the basis for sanctions.
- H. Consultant shall, prior to a provider providing services under this agreement and upon enrollment with Medicare or Medi-Cal, verify Consultant's employees, subcontractors, any person with ownership control or interest, agents, and managing employees are not included on the Social Security Death Master File.
- I. Consultant shall, prior to enrollment with Medicare or Medi-Cal, and a minimum of every three years thereafter, ensure all of Consultant's providers are enrolled in the National Plan and Provider Enumeration (NPPES) system.

ADDENDUM 1

Attachment 1

State of California Department of Health Care Services CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Provider

Printed Name of Person Signing for Provider

Contract / Grant Number

Signature of Person Signing for Provider

Date

Title

ADDENDUM 1**Attachment 2****COUNTY OF SHASTA, MENTAL HEALTH PLAN (MHP)****PROVIDER DISCLOSURE STATEMENT****INSTRUCTIONS FOR COMPLETING PROVIDER DISCLOSURE STATEMENT**

Federal regulations (42 CFR 455.104-106) and the Mental Health MHP Agreement require disclosure of the information requested in this form. Completion of this form is required prior to entering into a contractual relationship with the County of Shasta through its Health and Human Service Agency (HHSA) for services provided under the Mental Health MHP and, upon renewal of contracts. In addition, Providers/Consultants are required to submit updated disclosures within 35 days after any change in the subcontractor/provider's ownership, or upon request by County. Providers/Consultants are also required to submit updated disclosures regarding significant business transactions within 35 days, or upon request by County. Failure to submit the requested information may result in a refusal by the County of Shasta to enter into an agreement or contract with the individual or entity or terminate of any existing agreement or contract.

Please answer the questions as of the **current date**. If the "Yes" block for an item is checked, list the requested additional information in the area provided. Attach additional pages and/or documentation as needed referencing the item number to which the information corresponds. Return the original to Shasta County MHP, Compliance Program at P.O. Box 496005, Redding, CA 96049-6005; retain a copy for your files. Completely answer all applicable questions. If a question is not applicable, please respond N/A for that question.

Name of Provider/Consultant:		DOB:	NPI:
Doing Business As:			SSN/TIN:
Primary Business Address:	City:	State:	ZIP:
Mailing Address:	City:	State:	ZIP:
1. Has the Provider/Consultant, or any person who has ownership or control interest in the Provider/Consultant, or any person who is an agent or managing employee of the Provider/Consultant ever been convicted of a criminal offense related to that person's involvement in any federal healthcare program (42 CFR 455.106(a)(1)(2) If yes, please provide the following information and attach a copy of the adverse legal action notification(s). (Add additional pages, if needed)			YES <input type="checkbox"/> NO <input type="checkbox"/>
Name:	Program:	State:	Action:

ADDENDUM 1**Attachment 2**

2. Provide the name and address, date of birth, and SSN for each managing employee of the Provider/Consultant (42 CFR, 455.104). (Add additional pages, if needed) Managing Employee means general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts day-to-day operations of an institution, agency, or organization.				
Name:			DOB:	SSN:
Address:		City:	State:	ZIP:
3. Provide the following information for each person (individual or corporation) with an ownership or control interest in the Provider/Consultant or in any subcontractor in which the Provider/Consultant has direct or indirect ownership of five percent or more (42 CFR 445.104-105). (Add additional pages, if needed)				
A. Name:			DOB: (If individual)	SSN/TIN:
Primary Business Address:		City:	State:	ZIP:
Mailing Address:		City:	State:	ZIP:
B. Name:			DOB: (If individual)	SSN/TIN:
Primary Business Address:		City:	State:	ZIP:
Mailing Address:		City:	State:	ZIP:
3a. For each corporation above, please provide the following: NOTE: Designate the corporate entity in question #3 by using 3.A, 3.B etc. (Add additional pages, if needed)				
Every Business Location Address				Every P.O. Box Address
<input type="checkbox"/> 3.A <input type="checkbox"/> 3.B	City:	State:	ZIP:	
<input type="checkbox"/> 3.A <input type="checkbox"/> 3.B				
4. List those persons named in question #3 that are related to each other as spouse, parent, child, or sibling (including step or adoptive relationships). NOTE: Designate relationship listed above by using 3.A, 3.B, etc. (Add additional pages, if needed)				
Name			Relationship	
<input type="checkbox"/> 3.A <input type="checkbox"/> 3.B				
<input type="checkbox"/> 3.A <input type="checkbox"/> 3.B				

ADDENDUM 1
Attachment 2

5. Does any person named in question #3 have an ownership or control interest in any other Medicaid provider or in any entity that does not participate in Medicaid but is required to disclose certain ownership and control information because of participation in any of the programs established under Title V, XVIII, or Title XX of the Act. If yes, give the name(s) of, address(es), and tax ID's of the Medicaid provider or entity. <i>NOTE: Designate relationship listed above by using 3.A, 3.B, etc. (42 CFR 455, 105) (Add additional pages, if needed)</i>			YES <input type="checkbox"/> NO <input type="checkbox"/>
Name: <input type="checkbox"/> 3.A <input type="checkbox"/> 3.B		TIN:	
Address:	City:	State:	ZIP:
Name: <input type="checkbox"/> 3.A <input type="checkbox"/> 3.B		TIN:	
Address:	City:	State:	ZIP:

I certify that the above information is true and correct. I will notify County of Shasta MHP of any change to this information.

Name of Provider of Authorized Representative (Printed)

Title

Signature

Date

ADDENDUM 1**Attachment 3****SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,****MENTAL HEALTH PLAN (MHP)****CONSULTANT CODE OF CONDUCT**

Shasta County Health and Human Services Agency (HHSA), maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. HHSA Consultants shall follow this Consultant Code of Conduct (Code of Conduct) as applicable to services performed under the Managed Care Plan agreement between Shasta County and the State Department of Health Care Services and this Agreement between the County of Shasta and HHSA Consultant.

1. PURPOSE

The purpose of this HHSA Code of Conduct is to ensure that all HHSA Consultants providing services under the Shasta County Managed Care Plan (the agreement between Shasta County and State of California Department of Health Care Services to provide specialty mental health services to eligible Shasta County Medi-Cal beneficiaries) and this Agreement between the County of Shasta and Consultant, are committed to conducting their activities ethically and in compliance with all applicable state and federal statutes, regulations, and guidelines applicable to Federal Health Care programs. This Code of Conduct also serves to demonstrate HHSA's dedication to providing quality care to its clients, and to submitting accurate claims for reimbursement to all payers.

2. CODE OF CONDUCT - GENERAL STATEMENT

- A. This Code of Conduct is intended to provide HHSA Consultants with general guidelines, to enable them to conduct the business of HHSA in an ethical and legal manner;
- B. Every HHSA Consultant is expected to uphold this Code of Conduct;
- C. Failure to comply with this Consultant Code of Conduct, or failure to report reasonably suspected issues of non-compliance, may result in the HHSA Consultant's termination of contracted status. In addition, such conduct may place the Consultant, the individuals employed by Consultant, or HHSA, at substantial risk in terms of its relationship with various payers. In extreme cases, there is also the risk of action by a governmental entity up to and including an investigation, criminal prosecution, and/or exclusion from participation in the Federal Health Care Programs.

3. CODE OF CONDUCT

All HHSA Consultants and employees, volunteers, and interns of Consultant shall:

- A. Perform their duties in good faith and to the best of their ability;
- B. Comply with all statutes, regulations, and guidelines applicable to Federal Health Care programs, and with this Code of Conduct;
- C. Refrain from any illegal conduct. When a Consultant is uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity, Consultant shall inform the HHSA Compliance Officer or designee;

ADDENDUM 1
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- D. Not obtain any improper personal benefit by virtue of their contractual relationship with HHSA;
- E. Notify the HHSA Compliance Officer or designee immediately upon the receipt, at any location, of any inquiry, subpoena, or other agency or government request for information regarding HHSA or the services provided under this agreement between HHSA and Consultant;
- F. Not destroy or alter HHSA information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdiction;
- G. Not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, client, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- H. Not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the Consultant's independent judgment in transactions involving HHSA or the services provided under this agreement between HHSA and Consultant;
- I. Disclose to the HHSA Compliance Officer or designee any financial interest, official position, ownership interest, or any other financial or business relationship that they (or a member of their immediate family, or persons in their employ) has with HHSA's employees, vendors or Consultants;
- J. Not participate in any false billing of HHSA, client, other government entities, or any other party;
- K. Not participate in preparation or submission of any false cost report or other type of report submitted to the HHSA or any other government entity;
- L. Not pay, or arrange for Consultant to pay, any person or entity for the referral of HHSA client to Consultant, and shall not accept any payment or arrange for any other entity to accept any payment for referrals from Consultant;
- M. Not use confidential HHSA information for their own personal benefit or for the benefit of any other person or entity, while under contract to HHSA, or at any time thereafter;
- N. Not disclose confidential medical information pertaining to HHSA's clients without the express written consent of the client or pursuant to court order and in accordance with all applicable laws;
- O. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of this Code of Conduct;
- P. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of any statute, regulation, or guideline applicable to Federal Health Care programs;

ADDENDUM 1
Attachment 3

- Q. Know they have the right to use HHSA's Confidential Disclosure Line without fear of retaliation with respect to disclosures; and with HHSA's commitment to maintain confidentiality, as appropriate; and
- R. Not engage in or tolerate retaliation against anyone who reports suspected wrongdoing.

4. SHASTA COUNTY COMPLIANCE OFFICER

The Shasta County HHSA Compliance Officer may be contacted at:

Compliance Officer
Shasta County Health and Human Services Agency, Business & Support Services
P.O. Box 496005, Redding, CA 96049-6005

24/7 Confidential Disclosure Line: (530) 229-8050 or 1-866-229-8050

Email: mhcompofcr@co.shasta.ca.us

RATES

I. Mental Health Services

Mental Health Services

A. Subject to the terms and conditions of this agreement, County shall pay Consultant at the following interim rates.

Provider Name: Children First FFA

Code	Code Description	Time Associated with Code (Mins) for Purposes of Rate	Max units per day	LPHA
90832	Psychotherapy, 30 Minutes with Patient	27	1	\$ 81.81
90833	Psychotherapy, 30 Minutes with Patient when Performed with an Evaluation and Management Service	27	1	
90834	Psychotherapy, 45 Minutes with Patient	45	1	\$ 136.35
90836	Psychotherapy, 45 Minutes with Patient when Performed with an Evaluation and Management Service	45	1	
90837	Psychotherapy, 60 Minutes with Patient	60	1	\$ 181.80
90838	Psychotherapy, 60 Minutes with Patient when Performed with an Evaluation and Management Service	60	1	
90839	Psychotherapy for Crisis, First 30-74 Minutes	52	1	\$ 236.60
90840	Psychotherapy for Crisis, Each Additional 30 Minutes	30	13	\$ 136.50
90847	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes	50	1	\$ 151.50
90849	Multiple-Family Group Psychotherapy, 15 Minutes	15	1	\$ 10.10
90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	15	1	\$ 10.10
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	15	1	\$ 45.45
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	15	1	\$ 45.45
96110	Developmental Screening, 15 Minutes	15	1	\$ 45.45
96127	Brief Emotional/Behavioral Assessment, 15 Minutes	15	1	\$ 45.45
98966	Telephone Assessment and Management Service, 5-10 Minutes	8	1	\$ 24.24
98967	Telephone Assessment and Management Service, 11-20 Minutes	16	1	\$ 48.48
98968	Telephone Assessment and Management Service, 21-30 Minutes	26	1	\$ 78.78
99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	60	1	\$ 181.80
H0031	Mental Health Assessment by Non- Physician, 15 Minutes	15	96	\$ 45.45
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	15	96	\$ 45.45
H2011	Crisis Intervention Service, per 15 Minutes	15	32	\$ 68.25
H2017	Psychosocial Rehabilitation, per 15 Minutes	15	96	\$ 45.45
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	15	96	\$ 12.00
T1017	Targeted Case Management, Each 15 Minutes	15	96	\$ 45.45
H2017HQ	Group Rehab Interventions 15 min increments	15	96	\$ 10.10
G2212HQ	Service add-on/extender for groups 15 min increments	15	14	\$ 10.10

Provider Name: Children First FFA

Code	Code Description	Time Associated with Code (Mins) for Purposes of Rate	Max units per day	LCSW
90832	Psychotherapy, 30 Minutes with Patient	27	1	\$ 81.81
90833	Psychotherapy, 30 Minutes with Patient when Performed with an Evaluation and Management Service	27	1	
90834	Psychotherapy, 45 Minutes with Patient	45	1	\$ 136.35
90836	Psychotherapy, 45 Minutes with Patient when Performed with an Evaluation and Management Service	45	1	
90837	Psychotherapy, 60 Minutes with Patient	60	1	\$ 181.80
90838	Psychotherapy, 60 Minutes with Patient when Performed with an Evaluation and Management Service	60	1	
90839	Psychotherapy for Crisis, First 30-74 Minutes	52	1	\$ 236.60
90840	Psychotherapy for Crisis, Each Additional 30 Minutes	30	13	\$ 136.50
90847	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes	50	1	\$ 151.50
90849	Multiple-Family Group Psychotherapy, 15 Minutes	15	1	\$ 10.10
90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	15	1	\$ 10.10
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	15	1	\$ 45.45
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	15	1	\$ 45.45
96110	Developmental Screening, 15 Minutes	15	1	\$ 45.45
96127	Brief Emotional/Behavioral Assessment, 15 Minutes	15	1	\$ 45.45
98966	Telephone Assessment and Management Service, 5-10 Minutes	8	1	\$ 24.24
98967	Telephone Assessment and Management Service, 11-20 Minutes	16	1	\$ 48.48
98968	Telephone Assessment and Management Service, 21-30 Minutes	26	1	\$ 78.78
99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	60	1	\$ 181.80
H0031	Mental Health Assessment by Non- Physician, 15 Minutes	15	96	\$ 45.45
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	15	96	\$ 45.45
H2011	Crisis Intervention Service, per 15 Minutes	15	32	\$ 68.25
H2017	Psychosocial Rehabilitation, per 15 Minutes	15	96	\$ 45.45
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	15	96	\$ 12.00
T1017	Targeted Case Management, Each 15 Minutes	15	96	\$ 45.45
H2017HQ	Group Rehab Interventions 15 min increments	15	96	\$ 10.10
G2212HQ	Service add-on/extender for groups 15 min increments	15	14	\$ 10.10

Provider Name: Children First FFA

Code	Code Description	Time Associated with Code (Mins) for Purposes of Rate	Max units per day	Mental Health Rehab Specialist
90832	Psychotherapy, 30 Minutes with Patient	27	1	
90833	Psychotherapy, 30 Minutes with Patient when Performed with an Evaluation and Management Service	27	1	
90834	Psychotherapy, 45 Minutes with Patient	45	1	
90836	Psychotherapy, 45 Minutes with Patient when Performed with an Evaluation and Management Service	45	1	
90837	Psychotherapy, 60 Minutes with Patient	60	1	
90838	Psychotherapy, 60 Minutes with Patient when Performed with an Evaluation and Management Service	60	1	
90839	Psychotherapy for Crisis, First 30-74 Minutes	52	1	
90840	Psychotherapy for Crisis, Each Additional 30 Minutes	30	13	
90847	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes	50	1	
90849	Multiple-Family Group Psychotherapy, 15 Minutes	15	1	
90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	15	1	
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	15	1	
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	15	1	
96110	Developmental Screening, 15 Minutes	15	1	
96127	Brief Emotional/Behavioral Assessment, 15 Minutes	15	1	
98966	Telephone Assessment and Management Service, 5-10 Minutes	8	1	
98967	Telephone Assessment and Management Service, 11-20 Minutes	16	1	
98968	Telephone Assessment and Management Service, 21-30 Minutes	26	1	
99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	60	1	
H0031	Mental Health Assessment by Non- Physician, 15 Minutes	15	96	\$ 34.20
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	15	96	\$ 34.20
H2011	Crisis Intervention Service, per 15 Minutes	15	32	
H2017	Psychosocial Rehabilitation, per 15 Minutes	15	96	\$ 34.20
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	15	96	\$ 12.00
T1017	Targeted Case Management, Each 15 Minutes	15	96	\$ 34.20
H2017HQ	Group Rehab Interventions 15 min increments	15	96	\$ 7.60
G2212HQ	Service add-on/extender for groups 15 min increments	15	14	\$ 7.60

Provider Name: Children First FFA

Code	Code Description	Time Associated with Code (Mins) for Purposes of Rate	Max units per day	Other Qualified Providers - Other Designated MH staff that bill medical
90832	Psychotherapy, 30 Minutes with Patient	27	1	
90833	Psychotherapy, 30 Minutes with Patient when Performed with an Evaluation and Management Service	27	1	
90834	Psychotherapy, 45 Minutes with Patient	45	1	
90836	Psychotherapy, 45 Minutes with Patient when Performed with an Evaluation and Management Service	45	1	
90837	Psychotherapy, 60 Minutes with Patient	60	1	
90838	Psychotherapy, 60 Minutes with Patient when Performed with an Evaluation and Management Service	60	1	
90839	Psychotherapy for Crisis, First 30-74 Minutes	52	1	
90840	Psychotherapy for Crisis, Each Additional 30 Minutes	30	13	
90847	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes	50	1	
90849	Multiple-Family Group Psychotherapy, 15 Minutes	15	1	
90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	15	1	
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	15	1	
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	15	1	
96110	Developmental Screening, 15 Minutes	15	1	
96127	Brief Emotional/Behavioral Assessment, 15 Minutes	15	1	
98966	Telephone Assessment and Management Service, 5-10 Minutes	8	1	
98967	Telephone Assessment and Management Service, 11-20 Minutes	16	1	
98968	Telephone Assessment and Management Service, 21-30 Minutes	26	1	
99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	60	1	
H0031	Mental Health Assessment by Non- Physician, 15 Minutes	15	96	\$ 34.20
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	15	96	\$ 34.20
H2011	Crisis Intervention Service, per 15 Minutes	15	32	
H2017	Psychosocial Rehabilitation, per 15 Minutes	15	96	\$ 34.20
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	15	96	\$ 12.00
T1017	Targeted Case Management, Each 15 Minutes	15	96	\$ 34.20
H2017HQ	Group Rehab Interventions 15 min increments	15	96	\$ 7.60
G2212HQ	Service add-on/extender for groups 15 min increments	15	14	\$ 7.60

Provider Name: Children First FFA

Code	Code Description	Time Associated with Code (Mins) for Purposes of Rate	Max units per day	Peer Recovery Specialist
H0025	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)	15	96	\$ 8.10
H0031	Mental Health Assessment by Non- Physician, 15 Minutes	15	96	\$ 36.45
H0038	Self-help/peer services, per 15 minutes	15	96	\$ 36.45
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	15	96	\$ 36.45
H2011	Crisis Intervention Service, per 15 Minutes	15	32	
H2017	Psychosocial Rehabilitation, per 15 Minutes	15	96	\$ 36.45
T1017	Targeted Case Management, Each 15 Minutes	15	96	\$ 36.45
H2017HQ	Group Rehab Interventions 15 min increments	15	96	\$ 8.10
G2212HQ	Service add-on/extender for groups 15 min increments	15	14	\$ 8.10

TFC Services:

Credential	Rate
Recruitment event	\$60 per hourly contact
Training session held/completed	\$60 per hour
Ongoing supervision	\$60 per supervision hour
Management oversight – maximum 4 hours per week	\$60 per hour
TFC Program Agency	\$325 per day

- B. The rates above are to be utilized with their associated Current Procedural Terminology (CPT) codes. Each code has a different billable duration which may be different from the actual duration the services took to perform. Please review the code summaries and time associated with code (minutes) for purpose of rates for the duration ranges and the billable minutes per CPT code.
- C. All services submitted by consultant must follow the rules outlined in the latest version of the Specialty Mental Health Medi-Cal Billing Manual provided by DHCS and the official CPT Codebook written by the American Medical Association's CPT Editorial Panel. This includes rules related to duration, billable minutes per unit, max units, modifiers, and provider type.
- D. If there are any differences within the duration or billable unit information provided above when compared to the information in the latest versions of Specialty Mental Health Medi-Cal Billing Manual or official CPT Codebook including updated versions released after this agreement is executed, the referenced materials shall govern.

- E. The service rates noted in this agreement are subject to change. Consultant shall be paid according to the rate scale in effect at the time the approved invoice is submitted to County. Consultant is advised that rate increases shall not affect or alter the agreement's maximum compensation amount.
- F. Should the Consultant create a federal or state audit exception, during the course of the provision of services under this agreement, due to an error or errors of omission or commission, Consultant shall be responsible for the audit exception.

Monthly Claim Form

Program: _____
Clinician Name: _____

Service Date	Client Number	Client Name	Service Code	Staff ID	Client Time (Minutes)	Travel Time (Minutes)	Doc Time (Minutes)	Total Time (Minutes)	Place of Service
				TOTALS	0	0	0	0	

I certify that, when required by regulation, an assessment has been conducted, medical necessity has been established, a client service plan has been developed and maintained, the services included in the claim were actually provided and that supporting documentation has been forwarded to the Client Record.

Signature (Therapist)

Discipline

Date _____

<https://www.co.shasta.ca.us/index/hhsa/professionals/mental-health-providers/administration-billing>

[illegible]

I certify that, when required by regulation, an assessment has been conducted, medical necessity has been established, a client service plan has been developed and maintained, the services included in the claim were actually provided and that supporting documentation has been forwarded to the Client Record.

Date _____



SHASTA COUNTY AUDITOR-CONTROLLER

ACH/DIRECT DEPOSIT AUTHORIZATION

Shasta County has been offering ACH/Direct Deposit to its vendors since 2002. This process allows the County to transmit vendor payments directly into a checking or savings account instead of printing and mailing a paper check. This service has become even more critical over the years with the increasing cost of postage and the closure of post offices. ACH/Direct Deposit is available to all county vendors, district employees, and county employees who receive payments from the County of Shasta.

For your convenience we have enclosed an ACH/Direct Deposit Authorization enrollment form. To elect to have future payments deposited directly into your bank account, please complete the form below, sign it and return it along with a voided check. Please complete this form in its entirety as **incomplete forms will not be processed.**

For questions about this form, please contact Auditor-Controller Accounts Payable area at (530)245-6904.

Please note: Federal Reserve regulations require 2-3 banking days for transmission of funds to any account. Once Shasta County Auditor-Controller's office approves the claim for payment, payees will receive an e-mail notification that confirms when the funds will be deposited.

Mail this form and voided check to Shasta County Auditor-Controller 1450 Court St. Suite 238, Redding, CA 96001-1671

BANKING INFORMATION:	
Print "VOID" across the front of a check and attach it to this form or attach a printout from your financial institution that contains the correct routing and account number.	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">Choose One</div> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <input type="checkbox"/> Checking </div> <div style="text-align: center;"> <input type="checkbox"/> Savings </div> </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Bank Name:</div> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="width: 60%;">Bank City:</div> <div style="width: 40%;">Bank State:</div> </div> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black;"> <div style="width: 50%;">Routing #: 9 digits</div> <div style="width: 50%;">Account #:</div> </div>
PERSONAL INFORMATION:	
Once activated, ALL future payments will be processed via ACH/ Direct Deposit. To discontinue ACH/ Direct Deposit, notify the Auditor's office one week in advance of discontinue date.	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Vendor Name:</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Street Address:</div> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="width: 60%;">City:</div> <div style="width: 40%;">State:</div> </div> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="width: 50%;">Zip:</div> <div style="width: 50%;">Phone:</div> </div> <div style="border-bottom: 1px solid black;">Email: <i>required</i></div>

I hereby authorize Shasta County to initiate direct deposits (or correcting entries to previous deposits) to my account. By signing below I hereby hold harmless the County of Shasta, its agents, and representatives for any misdirection, or miscreditation of the direct depositing of my accounts payable funds.

Signature _____

Date _____

Exhibit E***Shasta County HHSA******Program Diagnosis and Discharge Form***☐ Admission ☐ Update ☐ DischargeDate: Program: Diagnosing LPHA
Name and Title: Staff Code: ***Mental Health Disorders and Psychosocial & Environmental Factors*** (Enter ICD-10 Code and Diagnosis Name)
(Include all codes listed on the Problem List)***Summarize General Medical Conditions******CSI Reporting***

Any Physical Health Disorders affecting mental health?

☐ Yes ☐ No ☐ Unknown

Any Developmental Disabilities affecting mental health?

☐ Yes ☐ No ☐ UnknownTrauma ☐ Yes ☐ No ☐ UnknownSubstance Abuse ☐ Yes ☐ No ☐ UnknownSubstance Abuse Diagnosis: ***Discharge Summary Only***

Reason for Discharge

Client Status Code

Client Legal Class

Program Diagnosis /Program Discharge Form

Financials/Episodes

Rev. 06/22

Client	<input type="text"/>		
Chart #	<input type="text"/>	DOB	<input type="text"/>

Form can also be found at: <https://www.shastacounty.gov/health-human-services/page/resources-mental-health-providers>

Exhibit F

Monthly Progress Report

(Available in Excel)

Children First Foster Family Agency		20 Statistical Report											
		July	August	September	October	November	December	January	February	March	April	May	June
Children/Youth in program at beginning of month	# Served												
	Target # to Serve												
	% Served												
Children/Youth added to program during month	# Served												
	Target # to Serve												
	% Served												
Children/Youth discharged from program during month	# Discharged												
	Target # to Discharge												
	% Discharged												
Child Focused Team (CFT) Meetings	# Invited to												
	# Attended												
Youth Clinical Care (YCC) Meetings	# Invited to												
	# Attended												
Youth Treatment Consultation (YTC) Meetings	# Invited to												
	# Attended												
Number of children/youth who were admitted to psychiatric hospital. Target = < 3%. Take # of children admitted and divide by number served to get %	# Admitted												
	Average %												
Number of children/youth who received crisis services. Target = < 5%. Take # of children receiving crisis services and divide by number served to get %	# Receiving												
	Average %												
Number of children/youth arrested/detained. Target = < 5%. Take # of children arrested/detained and divide by number served to get %	# arrested/detained												
	Average %												
Number of children/youth moved to group home. Target = < 5%. Take # of children moved to group home and divide by number served to get %	# Moved												
	Average %												
Number of discharged who had GANS improved from initial score of (2-3) to (0-1). Target = 70%. Number of those improved divided by number discharged.	# Discharged												
	Average %												
A. Life Domain Functioning	Average %												
B. Mental Health Behavioral Emotional Needs	Average %												
C. Risk Behaviors	Average %												
D. Educational Needs	Average %												
Number improved divided by number discharged													
Number of clients the transition tool was used to step down to lower level of care.	# of clients												
Number of children/youth added to program who were provided 3 appointment opportunities within 10 working days of mental health number generation. Target = 80%. Number of those added & were provided 3 appt opportunities within 10 days divided by number added to the program.	# Within 10 Days												
	Average %												
Number of children/youth added to program who accepted an appointment within 10 working days of mental health number generation. Target = 80%. # of those added & accepted appointment within 10 days divided by # added to the program.	# Accepted within 10 Days												
	Average %												
Number of children/youth added to program who kept an appointment within 10 working days of mental health number generation. Target = 80%. Number of those added & kept appointment within 10 days divided by number added to the program.	# Kept within 10 Days												
	Average %												
Number of children/youth added to program who had 2nd appointment within 10 working days of first appointment. Target = 80%. Number of those added and receiving 2nd appointment within 10 days divided by number added to the program.	# Kept within 10 Days												
	Average %												
No Show Rates. Target = < 32%. Take # of no show appointments and divide by # total appointments to get %	# of No Shows												
	Average %												
Number of Clients receiving Family Therapy. Target = 75%. Number of Clients receiving family therapy divide by number of Clients served.	# with Clients												
	# without Clients												
	Average %												
Clients receiving County Medication Management.	# of Clients												
Number of Clients receiving services in their home. Target = 80%. Number of Clients receiving services in their home divide by number of Clients served.	# of Clients												
	Average %												
Number of Clients receiving more than 15% services in school.	# of Clients												
Billed to Medi-Cal	# of Services												
Number of non billable services	# of Services												
Verification of Provider Staffs absence from Federal Funding Exclusion List	Verified By On Date												
Monthly Internal Chart Audit	Chart #/MH ID # Date of Audit # Discrepancies Identified Auditor Name												
All staff working in program have passed the Sanction Checks	Yes or No												
All staff working with clients less than 18 years of age have received clearance from the Department of Justice (DOJ).	Yes or No												
All staff have been trained in and are adhering to the Code of Conduct.	Yes or No												
All staff have attended the mandatory staff trainings as required by Children's Services.	Number Completed												
All documentation was brought to the Managed Care site on a weekly basis.	Yes or No												
Agency has submitted Grievances, Appeals, Fair Hearings and Change of Provider Requests reported to QI Committee.	Yes or No												
Agency has submitted Financial Audit within the time limits as required by the Agreement.	Yes or No												
Audit was submitted to Managed Care	Date Submitted												

Exhibit F

Children First Foster Family Agency		20 Narrative		List Evidence Based Program training completed by staff:		Please describe any challenges or barriers encountered in program implementation and the steps that have been taken to resolve these issues.		Please Provide us with any other information you would like for us to have.		
	If achievement of any program objectives or service delivery is below the expected target percentage, please provide explanation and plans for improving the rate of achievement in the next month.	If any of the Additional Requirements have not been met, please provide explanation and a plan for meeting them.	Name of Training(s)	# Staff Attended	Name of Training(s)	# Staff Attended	Name of Training(s)	# Staff Attended	Name of Training(s)	# Staff Attended
June										
July										
August										
September										
October										
November										
December										
January										
February										
March										
April										
May										
June										

Exhibit F

Children First Foster Family Agency _____, 20__ Monthly Demographic Report

	Assessment	Plan Development	Psychotherapy, incl. Individual Therapy	Group Therapy	Family Therapy with Client	Family Therapy without Client	Rehabilitation	ICC	Targeted Case Management (TCM)	Crisis Intervention	TBS	Medication Support
Age of Client	0-5 years											
	6-12 years											
	13-18 years											
	19-21 years											
Gender of Client	Male											
	Female											
	Other											
	Redding											
Geographic Area	North Shasta											
	West Shasta											
	South Shasta											
	East Shasta											
	Out of County											
	Presumptive Transfer											
Race/Ethnicity	Native American or Alaskan Native											
	African American											
	Hispanic or Latino											
	Native Hawaiian/Pacific Islander											
	Multi-racial											
	Asian											
	African Nationalis/Caribbean Islander											
	Middle Eastern											
	White (Non-Hispanic European American)											
	Other											

CALIFORNIA CHILD WELFARE CORE PRACTICE MODEL PRACTICE BEHAVIORS



I. FOUNDATIONAL BEHAVIORS

1. *Be open, honest, clear, and respectful in your communication.*

- a. Use language and body language that demonstrate an accepting and affirming approach to understanding the family.
- b. Ask people how they prefer to be addressed, and address individuals by the name or title and pronouns they request in person and in writing.
- c. Show deference to Tribal leadership and their titles in written and verbal communication.
- d. Be open and honest about the safety threats and circumstances that brought the family to the attention of the agency, what information can be shared among team members, and what information will be included in court reports.
- e. Be transparent about the role of the court and the child welfare agency.
- f. Ask family members what method of communication they prefer, use age-appropriate language that everyone can understand, and confirm with family members that your communication meets their language and literacy needs.

2. *Be accountable.*

- a. Model accountability and trust by doing what you say you're going to do, be responsive (including returning calls, texts, and emails within 24 business hours), be on time (including submitting reports on time and being on time for appointments), and follow ICWA and other federal and state laws.
- b. Be aware of and take responsibility for your own biases, missteps, and mistakes.

II. ENGAGEMENT BEHAVIORS

3. *Listen to the child, youth, young adult, and family, and demonstrate that you care about their thoughts and experiences.*

- a. Listen attentively and use language and concepts that the family has used.
- b. Use a trauma-informed approach to acknowledge and validate venting, expressions of anger, and feelings of grief and loss.
- c. Reflect what you heard so the child, youth, young adult, and family can see that you understood.

4. *Demonstrate an interest in connecting with the child, youth, young adult, and family, and help them identify and meet their goals.*

- a. Express the belief that all families have the capacity to safely care for children and youth.
- b. Use positive motivation, encouragement, and recognition of strengths to connect with youth and express the belief that they have the capacity to become successful adults.

- c. Reach out to children and families in ways that are welcoming, appropriate, and comfortable for them, and make a special effort to engage fathers and paternal relatives to build connections and engage them as family members and team members.
 - d. Affirm the unique strengths, needs, life experience and self-identified goals of each child, youth, young adult, and family.
 - e. Show your interest in learning about the family and their culture, community, and tribes.
 - f. Ask global questions followed by more descriptive questions that encourage exchange.
 - g. Honor the role of important cultural, community, and tribal leaders the child, youth, young adult, and family have identified.
- 5. *Identify and engage family members and others who are important to the child, youth, young adult, and family.***
- a. Ask questions about relationships and significant others early and often.
 - b. Search for all family members, including fathers, mothers, and paternal and maternal relatives through inquiry, early and ongoing Internet search, and review of records.
 - c. Work quickly to establish paternity and facilitate the child or youth's connection with paternal relationships.
 - d. Contact family, cultural, community, and tribal connections as placement options, team members, and sources of support.
- 6. *Support and facilitate the family's capacity to advocate for themselves.***
- a. Coordinate with the family's formal and informal advocates to help the family find solutions and provide on-going support.
 - b. Promote self-advocacy by providing opportunities for children, youth, young adults, and families to actively share perspectives and goals.
 - c. Incorporate the family's strengths, resources, cultural perspectives, and solutions in all casework.

III. ASSESSMENT BEHAVIORS

- 7. *From the beginning and throughout all work with the child, youth, young adult, family, and their team, engage in initial and on-going safety and risk assessment and permanency planning:***
- a. Explain the assessment process to the child, youth, young adult, and family so they know what to expect, and check in early and often to be sure they understand.
 - b. Explore the child, youth, young adult, and family's expressed and underlying needs by engaging them in communicating their experiences and identifying their strengths, needs, and safety concerns.
 - c. Talk to children, youth, and young adults about their worries, wishes, where they feel safe, where they want to live, and their ideas about permanency, and incorporate their perspective.
 - d. Use tools and approaches that amplify the voices of children and youth.
 - e. Ask the family what is working well and what they see as the solution to the circumstances that brought them to the attention of the child welfare agency.

- f. Apply information to the assessment process using the family's cultural lens.

IV. TEAMING BEHAVIORS

8. *Work with the family to build a supportive team.*

- a. With the family's permission, contact family, cultural, community, and Tribal connections, and ask them to serve as team members as early as possible.
- b. Ask initially and throughout the family's involvement if they would like a support person or peer advocate on their team.
- c. Explore with the family how culture might affect the development of the team and the teaming process.
- d. Facilitate early and frequent sharing of information and coordination among parents, caregivers and agency partners.
- e. Facilitate development of a mutually supportive relationship between the parents and caregivers.

9. *Facilitate the team process and engage the team in planning and decision-making with and in support of the child, youth, young adult, and family.*

- a. Make sure team members have the information they need.
- b. Facilitate critical thinking, discussion, mutual exploration of issues, and consensus building toward the goal of shared decision-making.
- c. Help the team recognize that differences will occur and assist them to work through conflicts.
- d. Develop a shared understanding about safety, permanency, and well-being issues to be addressed with the team.
- e. Ensure that all team members understand that legal, regulatory, and policy constraints may limit shared decision making options available to address the family members' needs, including placement options, reunification, and service options.
- f. Build connections to identified services and supports by designating a team member to follow-up with that referral.

10. *Work with the team to address the evolving needs of the child, youth, young adult, and family.*

- a. Facilitate dialogue about how supports and visitation plans are working.
- b. Explore with team members what roles they can play over time to strengthen child safety and support the family.
- c. Help the team adapt to changing team member roles.

11. *Work collaboratively with community partners to create better ways for children, youth, young adults, and families to access services.*

V. SERVICE PLANNING AND DELIVERY BEHAVIORS

12. *Work with the family and their team to build a plan that will focus on changing behaviors that led to the circumstances that brought the family to the attention of the child welfare agency*

and assist the child, youth, young adult, and family with safety, trauma, healing, and permanency.

- a. Describe how family strengths, safety threats, and priority needs will be addressed in the plan.
- b. Describe strengths in functional terms that can support the family members in completing their plan.
- c. Share information about agency programs, providers, resources, and supports.
- d. Encourage and support the participation of children, youth, young adults, family, Tribe, and team in identifying culturally sensitive services, supports, visitation activities, and traditions that address family members' unique underlying needs even if this means accepting practices that may be unfamiliar to the social worker.
- e. Ask the family members if they need help meeting basic needs for food, shelter, and medication so they can focus on addressing the problems underlying their involvement with the child welfare agency.
- f. Advocate for, link the family to, and help family members access the services, supports, and visitation activities identified in the plan.
- g. Assure the family receives needed information, preparation, guidance, and support.
- h. Adapt services and supports to meet changing family needs based on ongoing assessment, progress toward goals, and decisions made by the family and their team.

VI. TRANSITION BEHAVIORS

13. Work with the family to prepare for change in advance and provide tools for managing placement changes, social worker changes, and other significant transitions.

- a. Reduce the role of child welfare and professional services over time and facilitate an increased role for the family's network and natural supports to help the family build an ongoing support system.
- b. Coordinate with the family's formal and informal advocates to help the family find solutions and provide on-going support after the child welfare agency is no longer involved.

Exhibit H

PRINT



Shasta County
Health & Human
Services Agency

CLEAR

Client Services Information (CSI) Assessment Record Data

Referral Date:	<input type="text"/>	Organizational Provider:	<input type="text"/>
Client Number:	<input type="text"/>	Notes (CPS, PT, etc.):	<input type="text"/>
Client Last Name:	<input type="text"/>	Client First Name:	<input type="text"/>

Assessment Appointments

1st Date Offered: 2nd Date Offered: 3rd Date Offered:

- Did client accept an assessment appointment? ☐ Yes ☐ No
- Assessment appointment accepted date:
- Did client attend the assessment appointment? ☐ Yes ☐ No
- Assessment start date:
- Did client meet medical necessity criteria for BH services? ☐ Yes ☐ No ☐ Undetermined
- Assessment end date (date medical necessity determined):

Treatment Appointments

1st Date Offered: 2nd Date Offered: 3rd Date Offered:

- Did client accept a treatment appointment? ☐ Yes ☐ No
- Treatment appointment accepted date:
- Did client attend the treatment appointment? ☐ Yes ☐ No
- Treatment start date:

Data Collection Closure Reason and Date

☐ Client successfully completed assessment/treatment start process

☐ Administratively closed assessment/treatment start process

Administrative closure reason: ☐ 01- Did not accept any offered assessment

☐ 03- Did not complete assessment process

☐ 05- Accepted treatment dates, did not attend

☐ 07- Out of county/presumptive transfer

☐ 09- Other:

Notes:

Closed out date:

☐ 02- Accepted offered assessment, did not attend

☐ 04- Declined offered treatment dates

☐ 06- Did not meet medical necessity criteria

☐ 08- Unable to contact/client unresponsive

Referred To

☐ Managed Care Plan (Beacon) ☐ Fee-for-Service Provider ☐ Other: ☐ No Referral

Completed By

Name: Title: Staff ID: Date:

COUNTY USE ONLY

Cerner form created by: Date:

"Engaging individuals, families and communities to protect and improve health and wellbeing."
www.shastahhsa.net

Revised: February 2022

AGR.CS.Children1st.2326
2443-10-2023-01
CC: 41020 AC: 052019

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ADDENDUM TO CONTRACT/AGREEMENT
(HIPAA Business Associate Agreement and Qualified Service Organization Agreement)

This Addendum is attached to, and incorporated into the agreement, entitled PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND HIS IDEAS, INC. DBA CHILDREN FIRST FOSTER HOMES, between the County of Shasta, through its Health and Human Services Agency, Behavioral Health and Social Services Branch, a political subdivision of the State of California (“County”) and His Ideas, Inc. dba Children First Foster Family Agency, a California non-profit corporation (“Consultant”) for the purpose of providing youth residential specialty mental health services, dated July 1, 2023.

Definitions.

All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR), subtitle A, subchapter C, parts 160 and 164 and 42 CFR Part 2. All section references in this Addendum are to Title 45 and Title 42 of the CFR unless otherwise specified.

- (a) Business Associate. “Business Associate” shall mean the Party with whom County of Shasta is contracting, as referenced above.
- (b) Underlying Agreement. “Underlying Agreement” shall mean the agreement or contract between the County of Shasta and the Business Associate, to which this Addendum is attached and incorporated.
- (c) Covered Entity. “Covered Entity” shall mean the covered components of the County of Shasta hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.
- (d) Program. “Program” shall mean (1) an individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (2) an identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (3) medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- (e) Qualified Service Organization. “Qualified Service Organization” shall mean an individual or entity who (1) provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and (2) has entered into a written agreement with a Part 2 program under which that individual or entity: (i) acknowledges that in receiving, storing, processing, or otherwise dealing with any

Exhibit I

patient records from the Part 2 program, it is fully bound by the regulations in this part; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.

Obligations and Activities of Business Associate.**Business Associate shall:**

- (a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI), other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.
- (d) Report, immediately, to Covered Entity's Privacy and/or Security Officer any use or disclosure of PHI or EPHI not provided for by this Addendum and/or the Underlying Agreement of which it becomes aware, including breaches of unsecured PHI as required in Section 164.410. A report including at least the following information: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured protected health information that were involved in the breach, including the approximate number of individuals affected (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (c) a brief description of what the Covered Entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches. Business Associate shall provide the report to Covered Entity's Privacy and/or Security Officer no later than 24 hours from the date the breach was discovered or, if exercising due diligence, should have been discovered.
- (e) Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) as required in Section 164.412, of any Security or Privacy breach reported by Business Associate to Covered Entity.
- (f) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered

Exhibit I

Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.

- (g) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- (h) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.
- (i) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the federal Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.
- (j) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (k) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected regarding disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (l) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.
- (m) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.
- (n) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Exhibit I**Permitted Uses and Disclosures by Business Associate.**

Except as otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI and EPHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity.

Exhibit I**Qualified Service Organization Agreement.**

Covered Entity and Business Associate hereby agree this agreement constitutes a QS OA as required by 42 CFR Part 2. Accordingly, information obtained by Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and the underlying federal regulations, Part 2, and acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Covered Entity identifying or otherwise relating to patients in the Program (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.

Qualified Service Organization Shall:

- (a) Agree to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.
- (b) Furthermore, notwithstanding any other language in the Agreement, acknowledge and agree that any patient information received from Covered Entity protected by Part 2 is subject to protections prohibiting QSO from disclosing such information to agents or subcontractors without a QSOA between QSO and its agent or subcontractor.

Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

- (a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.
- (b) Termination for Cause. Upon County of Shasta’s knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Shasta may terminate this Addendum and the Underlying Agreement immediately upon oral notice.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (c)(2) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business

Exhibit I

Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.

- (2) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

Miscellaneous.

- (a) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the regulations enacted pursuant thereto. Any such amendment may be signed on behalf of the County of Shasta by the County Executive Officer, or his or her designee(s), provided that such amendment is in substantially the same format as the County of Shasta's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101) and is approved by County Counsel as to form.
- (b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum entitled "Effect of Termination" shall survive the termination of the Underlying Agreement.
- (c) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- (d) Indemnification. To the fullest extent permitted by law, Business Associate shall indemnify and hold harmless Covered Entity, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or by any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Covered Entity. Business Associate shall also, at Business Associate's own expense, defend the Covered

Exhibit I

Entity, its elected officials, officers, employees, agents, and volunteers against any claim, suit, action or proceeding brought against Covered Entity, its elected officials, officers, employees, agents, and volunteers arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity.