

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND OPEN LINE GROUP HOMES, INC.**

This First Amendment is entered into between the County of Shasta ("County"), through its Health and Human Services Agency, Behavioral Health and Social Services Branch, a political subdivision of the State of California ("County") and Open Line Group Homes, Inc., a California non-profit corporation ("Consultant") for the purpose of providing youth residential specialty mental health services (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on May 25, 2021, to provide youth residential specialty mental health services ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to add Corrective Action Plan language, allow Consultant to use County's Electronic Health Record, update payment rates to match the State's new CalAIM requirements, increase maximum compensation by \$475,000, and add the HIPAA addendum. ("First Amendment"); and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

- I. Section 1. DEFINITIONS of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

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, foster 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 young adults, including Court dependents and wards, ages 0-21 meeting medical necessity for Specialty Mental Health Services as stated in California Code of Regulations Title 9, Chapter 11, Medi-Cal beneficiaries.
- E. **Clinical Care Meeting** means a coordinated case consultation meeting, scheduled through the Children's Services Mental Health Administrative Secretary 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.
- H. **Corrective Action Plan ("CAP")** is submitted pursuant to Section 2.BB. 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** 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), United States Code, that have been determined by the State Department of Health Services to meet the criteria of Title 22, Section 51340(e)(3) or (f) as defined in section 1810.215 of the California Code of Regulations.

- 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 children 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. **Presumptive Transfer** is, per Assembly Bill 1099, 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.
 - M. **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.
 - N. **Shasta County Mental Health Plan (“MHP”)** refers to the State of California approved Shasta County Mental Health Plan, number 17-94616. 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.
 - O. **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.
 - P. **Trauma-Informed Care** is an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma.
 - Q. **Youth Treatment Consultation Meeting** means a coordinated case consultation meeting, scheduled through Children’s Services to discuss discharge and closure of case or to address communication or service provision issues concerning a court dependent or court ward Client.
- II. Section 2. RESPONSIBILITIES OF CONSULTANT of the Agreement is amended as of the effective date of this First Amendment to include Subsection BB. next in order as follows:

- BB. 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.

III. Section 3. RESPONSIBILITIES OF COUNTY of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

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 services provided by Consultant in accordance with the Mental Health Plan and Title 9 of the California Code of Regulations. 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 Title 9 of the California Code of Regulations 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. Provide authorization decisions for Treatment Authorization Requests ("TAR") for IHBS as expeditiously as the beneficiary's mental health condition requires, not to exceed five business days from County's receipt of the information reasonably necessary and requested by County to make the determination.
 - J. Allow Consultant access to County Electronic Health Record system to provide required documentation of treatment provided to County clients.
- IV. Section 4. COMPENSATION of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 4. COMPENSATION.

- A. Consultant shall be paid for the services described in this agreement in with the terms specific in **Exhibit B-1, RATES**, attached and incorporated herein. The total compensation payable to Consultant under this agreement shall not exceed \$150,000 for specialty mental health services provided by the STRTP for County fiscal year 2021-22, and \$150,000 for specialty mental health services provided by the STRTP for County fiscal year 2022-23, and \$625,000 for specialty mental health services provided by the STRTP for County fiscal year 2023-24. In no event shall the total maximum amount payable under this agreement exceed \$925,000.
 - B. 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 C, Auditor-Controller ACH/Direct Deposit authorization form**, attached and incorporated herein, within five days of execution of this agreement.
 - C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- V. Section 5. BILLING AND PAYMENT of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 5. BILLING AND PAYMENT.

- A. Consultant shall submit to Fiscal Unit, Shasta County Health and Human Services Agency ("HHSA"), Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th each month for services rendered the preceding month 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 a completed Daily and/or Monthly Claim form, attached and incorporated herein as **EXHIBIT F, Daily / Monthly Claim Form** and any progress notes supporting documentation and/or receipts. County shall make payment to Consultant within 30 days of receipt of Consultant's correct and approved Invoice.

- 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 more than 90 days after the date services were rendered by Consultant.
- E. County shall make payment within 30 days of receipt of Consultant's correct and approved Invoice. For the final month of this agreement, June 2024, Consultant shall submit to Fiscal Unit Shasta County HHSA, a final Invoice no later than July 10, 2024. 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 July 10, 2024, 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 November 30, 2024.
- F. Upon 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, within 90 days of the date of service.

- H. 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.
- I. 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 contractor 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.
- J. 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.
- K. Services denied for payment by Medi-Cal will be adjusted against future Consultant monthly statements.
- L. 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.
- VI. **Exhibit G HIPAA ADDENDUM**, attached hereto, is incorporated into the Agreement in its entirety by reference as of the original effective date of this Agreement, May 25, 2021.
- VI. **Exhibit B-1** is attached to this First Amendment and is effective as of July 1, 2023 through June 30, 2024. **EXHIBIT B** attached to the Original Agreement shall remain in effect between May 25, 2021 and June 30, 2023.
- VII. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

VIII. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

IX. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of July 1, 2023.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that they have the authority to execute this First Amendment and to bind the Party on whose behalf their execution is made.

COUNTY OF SHASTA

Date: _____

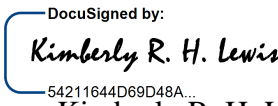
PATRICK JONES, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

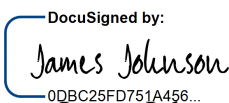
Approved as to form:
MATTHEW M. MCOMBER
Acting County Counsel

By: 
Name: Kimberly R. H. Lewis

Date: 09/22/2023 | 10:07 AM PDT

Title: Senior Deputy County Counsel

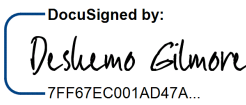
RISK MANAGEMENT APPROVAL

By: 
Name: James Johnson

Date: 09/21/2023 | 10:48 AM PDT

Title: Risk Management Analyst III

CONSULTANT

By: 
Name: Deshemo Gilmore

Date: 09/21/2023 | 9:56 AM PDT

Title: Chief Executive Officer

Tax I.D.#: On File

Exhibit B-1**RATES****I. Mental Health Services**

- A. Beginning on July 1, 2023, continuing through June 30, 2024, and subject to the terms and conditions of this Agreement, County shall pay Consultant at the following interim rates:

Provider Name: Open Line Group Homes

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: Open Line Group Homes

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: Open Line Group Homes

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: Open Line Group Homes

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: Open Line Group Homes

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

- B. The rates above are to be utilized with their associated CPT codes which each have 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 to the duration or billable unit information provided above and 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, defer to the rules outlined in those referenced materials rather than the above tables.

The rates noted in this agreement are subject to change, and Consultant shall be paid at the adjusted rates up to the agreement's maximum amount, without amendment to this agreement.

- E. 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.

F. Consultant shall provide County with current and active National Provider Identifier (“NPI”) numbers. Services provided without submission to County of current and active NPI’s by Consultant shall be the responsibility of Consultant and shall not be reimbursed by or compensated for by County.

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 OPEN LINE GROUP HOMES, INC., 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 Open Line Group Homes, Inc., a California non-profit corporation ("Consultant") for the purpose of providing youth residential specialty mental health services, dated May 25, 2021.

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

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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

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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.

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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.

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

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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

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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.