

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
VICTOR TREATMENT CENTERS, INC.**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California, (County) and Victor Treatment Centers, Inc. a California Corporation (Consultant) (collectively, the "Parties" and individually a "Party") for the provision of youth mental health services.

Section 1. RESPONSIBILITIES OF CONSULTANT.

- A. Pursuant to the terms and conditions of this agreement, and in consideration of the compensation hereinafter set forth, Consultant shall provide specialty mental health treatment services as prescribed in EXHIBITS A and B, attached and incorporated herein. For all services, Consultant shall comply with applicable provisions of the State of California approved Shasta County Managed Care Mental Health Plan and any subsequent updates and the State of California TBS Coordination of Care Best Practices Manual (released July 2010) and TBS Documentation Manual (released October 2009, version 2.0) and any subsequent updates. For the purposes of this agreement, the "Shasta County Managed Care Mental Health Plan" is the contract between the State of California Department of Health Care Services and the County to provide mental health managed care services to California Medi-Cal beneficiaries. The Shasta County Managed Care Mental Health Plan is available at:
http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProvides.aspx Consultant shall check the website for updates regularly to ensure Consultant has current approved Shasta County Managed Care Mental Health Plan. Should Consultant be unable to access the electronic version of the Shasta County Managed Care Mental Health Plan, County will provide Consultant with a hard copy version upon written request. If any ambiguity, inconsistency, or conflict exists between the language of this agreement and Shasta County's Managed Care Mental Health Plan, the Shasta County Managed Care Mental Health Plan shall govern.
- B. Consultant shall ensure hours of operation for youth up to and including age 18 (Clients) served under this agreement are no less than the hours of operation provided to any other person served by Consultant.
- C. Consultant shall ensure that all staff accompanying a Client into the community as part of mental health service delivery provided pursuant to the terms of this agreement shall maintain ongoing supervision and care of the Client throughout the service event, to include receiving the Client from and returning the Client to an appropriate responsible adult.

- D. Consultant shall allow County and the California Department of Health Care Services, and their duly authorized representatives at all reasonable times to inspect or otherwise evaluate the work performed under the terms of this agreement, including all supported activities and the premises in which it is being performed to assess the Client's progress.
- E. Consultant shall conduct a minimum of three internal chart audits each month for Clients served under this agreement and shall submit documentation of said audits to County via secure fax, attention Managed Care, (530) 225-5950 by the 10th of the following month. Consultant shall participate in additional internal Utilization Review activities as directed by County.
- F. Consultant shall operate continuously throughout the term of this agreement with no less than the minimum number of personnel required by all applicable federal and state statutes and regulations for provision of services hereunder; such personnel shall be qualified in accordance with all applicable federal and state statutes and regulations.
- G. All of the services required hereunder shall be performed by Consultant or personnel under Consultant's supervision.
- H. For all services, Consultant must receive written treatment authorization from County, in a format approved by County, prior to delivering services. County is not obligated to authorize any particular level or quantity of services pursuant to this agreement.
- I. Consultant shall screen 100% of referred Clients for Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Medi-Cal eligibility monthly while receiving services. The eligibility screening shall include verifying that Shasta County is the responsible County, and assessing for valid full-scope Medi-Cal coverage aid codes as required by Assembly Bill (AB) 1299.
- J. If the Client becomes ineligible for full-scope Medi-Cal and is a dependent of the Shasta County Juvenile Court County placing social worker will be notified regarding ineligibility and discuss the process for reinstatement.
- K. Consultant shall notify County of any/all changes in leadership staff within 10 days of change. Leadership staff includes, but is not limited to, Executive Director, Clinical/Program Director, and Chief Fiscal Officer.
- L. As required by 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."

- M. The Consultant shall comply with the Exhibit F - Privacy and Information Security Provisions contained within the Shasta County Mental Health Managed Care Plan. Consultant shall 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.
- N. 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.
- O. Consultant shall document and submit to the county initial and quarterly Progress Reports, attached hereto and incorporated herein as EXHIBIT E, that include but are not limited to: identification of Client target behaviors and behavior frequency, changes in the Client's behavior including; aggression, self harm, drug seeking, chronic run away attempts, property destruction and/or changes in mood, outreach attempts to Client's family/support group, any incidents that affect the Client's participation and changes in medications and counseling interventions. Initial Progress Reports shall be completed for each Client and submitted to County within 45 days of admission to Consultant's facility. Quarterly Progress Reports, shall be due, respectively, on October 10, January 10, April 10, and July 10 of each year. Initial and quarterly Progress Reports shall be completed and sent to: Agency Staff Services Analyst 1313 Yuba Street Redding CA, 96001.
- P. For Clients who are Dependents of Shasta County Juvenile Court, Consultant shall only administer Client psychotropic medications pursuant to a current JV223 or JV223S Order Regarding Application for Psychotropic Medication. Consultant requests for changes to Client psychotropic medications or dosages shall be submitted immediately to the county JV220 Nurse at 1313 Yuba Street, Redding, CA 96001. Consultant shall submit the applicable paperwork to obtain court authorization to administer new or additional medications, including, but not limited to the Prescribing Physician's Statement, JV 220(A) or other forms required to comply with Welfare and Institutions Code section 369.5 and California Rules of Court Rule 5.640. This will include a copy of the medication consent form as approved by the Mental Health Managed Care Plan of Consultant's County. The necessary forms and supporting information shall be submitted immediately to the county JV220 Nurse at 1313 Yuba Street, Redding, CA 96001.
- Q. All contacts between Consultant's staff and Clients shall be documented in the Client's treatment record progress notes.

- R. Notwithstanding the provisions of Section 8, Consultant may provide medication support services through independent Consultants. However, Consultant remains solely responsible for the delivery of medication support services pursuant to this agreement.
- S. Consultant shall participate in and comply with Shasta County Managed Care Mental Health Plan Problem Resolution process for Client complaints or grievances to ensure services provided under this agreement are appropriate and are provided in compliance with Title 9 of the California Code of Regulations.
- T. Consultant shall provide to County the Annual Quality Management (QM) Work Plan for compliance with the Quality Management requirements as set forth in the Shasta County Managed Care Mental Health Plan by July 15th for each preceding fiscal year.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor and evaluate the performance outcomes of Consultant as prescribed in EXHIBIT A, attached and incorporated herein, throughout the term of this agreement to assure compliance with the terms and conditions of this agreement.
- B. Make reasonable efforts to refer to Consultant, Clients that are full-scope Medi-Cal eligible beneficiaries at the time of referral.
- C. Advise Consultant of deadlines for documentation, if applicable.
- D. Provide Treatment Authorization Request (TAR) approvals if deemed appropriate within 14 days of receipt.
- E. Conduct County/Consultant Team meetings as needed to coordinate mental health treatment, program planning, contract compliance, and to provide consultation to Consultant regarding service delivery, in accordance with the mental health services as described in Section 1 and EXHIBIT A. The date, time, and location of each County/Consultant Team meeting shall be set by County.
- F. Conduct Medi-Cal site certification and program review site visits at Consultant's Site(s) where services are provided by Consultant in accordance with the Shasta County Managed Care Mental Health Plan. For purposes of this agreement, "Consultant's Site(s)" shall mean the Consultant's building(s) where clinical services are provided. County conducts a Medi-Cal site certification visit at Consultant's Site(s) to determine if mental health services provided by Consultant pursuant to this agreement are in compliance with the Shasta County Managed Care Mental Health Plan and meet the regulations of 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.

- G. Review Consultant's participation in and compliance with Shasta County Managed Care Mental Health Plan Problem Resolution process for Client complaints or grievances in order to ensure Clients receiving services provided under this agreement are receiving services that are appropriate and are provided in compliance with Title 9 of the California Code of Regulations.
- H. Conduct utilization review meetings between County and Consultant staff as needed for the purpose of reviewing documentation in the records of Clients receiving services from Consultant pursuant to this agreement. Each utilization review meeting shall include, at a minimum, the following individuals: Consultant's Outpatient Director, or his or her designee, and the County's Managed Care Clinical Program Coordinator, or his or her designee. The date, time, and location of each Utilization Review Meeting shall be set by County.
- I. Review Consultant's Annual Quality Management (QM) Work Plan for compliance with the Quality Management requirements as set forth in the Shasta County Managed Care Mental Health Plan.

Section 3. COMPENSATION.

- A. County shall compensate Consultant for services rendered pursuant to this agreement in accordance with the terms prescribed in EXHIBIT B. The total compensation payable to Consultant under this agreement shall not exceed \$200,000 for County fiscal year 2017-2018, \$200,000 for County fiscal year 2018-2019, and \$200,000 for County fiscal year 2019-2020. In no event shall the maximum amount payable under this agreement exceed \$600,000.
- B. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to the Health and Human Services Agency (HHSA) Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 10th of each month following the month of services rendered 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 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. 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.
- C. 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.
- D. For the final month of this agreement, June 2020, Consultant shall submit to the County, a final Invoice no later than July 10, 2020. 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 the County after July 10, 2020 with prior approval of the HHSA Director, (Director) or any HHSA Branch Director designated by the HHSA Director, provided that the final Invoice is provided to the County no later than November 30, 2020.
- E. 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. Consultant shall submit Consultant's final Invoice, 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.
- F. Consultant shall provide County with all records required to bill Medi-Cal, and documents required for the purposes of the utilization review, 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.
- G. 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 Section 28 of this agreement, at actual costs or published costs, whichever is less.
- H. Compensation under this agreement shall be reduced by applicable Consultant revenues. The term "applicable Consultant 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 reduction, or a cash refund, as appropriate.

- I. 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
- J. County shall submit billings to Medi-Cal or other payor sources as required by Medi-Cal or those other payor sources for services provided by Consultant.
- K. County shall exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal for services delivered and billed pursuant to this agreement.
- L. If a federal or state audit exception is created during the provision of services under this agreement, due to an error or errors of omission or commission on the part of the County, County shall be responsible for the audit exception.

Section 5. TERM OF AGREEMENT.

This agreement shall commence July 1, 2017 and shall end June 30, 2018. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. 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. For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.

Section 6. 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 30 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 Shasta County Board of Supervisors, the County Executive Officer or the HHSA Director (Director) or any HHSA Branch Director designated by the Director.
- 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.
- 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 7. 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, 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 Director, or any HHSA Branch Director designated by the 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, the provisions of this agreement shall govern.

Section 8. 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 9. 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 insure 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 10. INDEMNIFICATION.

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.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duty of indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. 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.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence, \$3 million aggregate.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.

- (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such insurance 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 insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a “separation of insureds” clause which shall read:

“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.”
- (5) Consultant shall provide the County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide, 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.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

Section 12. 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 13. 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 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.

- D. Consultant shall comply with the Federal Rehabilitation Act of 1973, section 504.
- E. Consultant and Consultant's officers, employees, and agents shall comply with the policies of Shasta County adopted pursuant to the Deficit Reduction Act of 2005 §6032.
- F. For all services, Consultant shall comply with all applicable Medi-Cal Specialty Mental Health Services regulations; section 14680 of the Welfare and Institutions Code; and the California Code of Regulations, Title 9, Chapter 11.
- G. Consultant shall comply with all applicable provisions of Part 2 of Division 5 of the Welfare and Institutions Code, (commencing at section 5600 et seq.), Title 9 and Title 22 of the California Code of Regulations, the California Department of Health Care Services Cost Reporting/Data Collection Manual (CR/DC), and the prior State of California Department of Mental Health Policy Letters.
- H. Consultant shall comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, pertaining to the provision of Medi-Cal Specialty Mental Health Services, each of which are hereby made a part hereof and incorporated herein by reference including, but not limited to, California Code of Regulations, title 9, section 1810.436, subd. (a)(1)-(5), which provides (in substance) that:
 - (1) Medi-Cal beneficiaries shall receive the same level of care as provided to all other patients served;
 - (2) Medi-Cal beneficiaries shall not be discriminated against in any manner;
 - (3) Consultant shall make all records, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, state, or federal authorities;
 - (4) Compensation paid pursuant to this agreement is considered to be payment in full; and
 - (5) Consultant shall adhere to Title XIX of the Social Security Act and conform to all other applicable federal and state statutes and regulations.
- I. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- J. Consultant shall comply with 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).

- K. Consultant shall comply with 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 executed the attached EXHIBIT C, CERTIFICATION REGARDING LOBBYING, attached hereto and incorporated herein.
- L. Consultant shall comply with Department of Health Care Services statewide criteria for mental health program approval of Short-Term Residential Therapeutic Programs.
- M. 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 14. 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. The Director or his or her designee shall have the right to oversee, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services

and the criteria for determining the persons and Clients to be served within this agreement. Consultant agrees to extend to the Director, or his or her designee, and to the State of California Department of Health Care Services, the United States Department of Health and Human Services, the Comptroller General of the United States and other authorized state and federal agencies or their duly authorized representatives, the right to review, monitor, and evaluate Consultant's programs, books, records or procedures at any reasonable time.

- D. Consultant shall be subject to the examination and audit of the Department or Auditor General for a period of three years after final payment under contract (Government Code §8546.7). Consultant agrees to maintain and present, until five years after termination of this Agreement and final payment from County to Consultant, to permit the California Department of Health Care services or any duly authorized representative to have access to, examine or audit any pertinent books, documents, papers and records related to this agreement and to allow interviews of any employees who might reasonable have information related to such records.

Section 15. 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 16. LICENSES AND PERMITS.

- A. Consultant, and Consultant's officers, employees, and agents, providing services pursuant to 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.
- B. With respect to Consultant's Site(s), Consultant shall comply with all applicable County, state and federal licensing requirements and shall obtain all applicable licenses and display the same in a location on Consultant's Site(s) that is reasonably conspicuous. For purposes of this agreement, "Consultant's Site(s)" shall mean the Consultant's office building where clinical services are provided. Failure to maintain the licensing requirements shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement.
- C. Consultant shall immediately advise County 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.

Section 17. 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 18. 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 19. NOTICES.

- A. Except as provided in section 6.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 Children's Services
Attn: Contracts Unit
1313 Yuba Street
Redding, CA 96001
Tel: (530) 225-5757
Fax: (530) 225-5190

And for Clinical Contact

Director, Children's Services
1313 Yuba St.
Redding, CA 96001
Tel: (530) 225-5705
Fax: (530) 225-5190

If to Consultant: Chief Financial Officer
Victor Treatment Centers, Inc.
1360 East Lassen Ave.
Chico, CA 95973-7823
Tel: (530) 893-0758
Fax: (530) 893-0502

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

Section 20. 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 21. 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 22. 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 23. 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 23. 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 24. 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 Consultants 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 25. 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.

Section 26. FINANCIAL RECORDS.

Consultant shall maintain financial records that clearly reflect the cost of each type of service for which compensation under this agreement is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be maintained and retained for seven years following the close of the fiscal year to which the records pertain. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. FINANCIAL REPORTING

Consultant shall provide financial information and/or records pertaining to Consultant's agency including, but not limited to: 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 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 Health and Human Services Agency, 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.

Section 28. ANNUAL COST REPORT

- A. Consultant shall submit a separate, detailed Mental Health Provider Cost Report (Cost Report) in the format prescribed by the California Department of Health Care Services and a complete financial statement (Financial Statement) not later than 90 days after the end of this agreement. Consultant's Cost Report and Financial Statement shall be subject to audit by appropriate County, state, and federal audit agencies. Costs for Medi-Cal eligible services rendered by Consultant shall be settled in accordance with California Department of Health Care Services guidelines. The Cost Report shall calculate the cost per unit as the lowest of the actual costs, published charges, or County Maximum Allowance (CMA). In the event the Cost Report settlement identifies an overpayment to Consultant, Consultant shall reimburse County the full overpayment amount. If Consultant fails to reimburse County within 60 days of receiving notice from County of the overpayment, County may withhold up to 20 percent of future monthly payments to Consultant under this agreement until the full overpayment has been recouped, or up to 100 percent of the final payment to Consultant under this agreement until the full overpayment has been recouped. If any amount of overpayment to Consultant remains unpaid upon the termination, expiration, or cancellation of this agreement, which has not been reimbursed to County either by monthly withholding or withholding from the final payment under this agreement, Consultant shall reimburse County within 60 days of the termination, expiration, or cancellation of this agreement. If, at the time of Cost Settlement, additional compensation is due Consultant by County, County shall compensate Consultant the per unit rate up to the contract maximum, pursuant to California Department of Health Care Services guidelines. This provision shall survive the termination, expiration or cancellation of this agreement.
- B. Consultant may use unaudited financial statements as the basis of cost information for completion of the Cost Report and Financial Statement. Consultant shall submit a copy of the unaudited financial statements with the completed Cost Report and Financial Statement. In addition, Consultant shall submit to County an independent audit report conducted by a Certified Public Accountant in accordance with OMB Circular A133 within 276 days after the close of each County fiscal year during which this agreement is in effect. This provision shall survive the termination, expiration, or cancellation of this agreement.
- C. Compensation for services rendered subsequent to the Cost Report and Financial Statement due dates may be withheld from Consultant at the County's sole discretion until the Cost Report and Financial Statement have been received by County.

Section 29. PERSONNEL.

- A. Consultant shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations, for the type of services prescribed in EXHIBIT A.
- B. Consultant shall 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.

Section 30. AGREEMENT SUPERVISION

- A. The Director, or his or her designee, shall be the County representative authorized and assigned to represent the interests of the 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.

Section 31. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.

- A. In entering into this agreement, Consultant 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, County's Code of Conduct, attached and incorporated herein as EXHIBIT D. Should the aforementioned 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 the Federal Healthcare programs.
- B. Consultant agrees to provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain (subject to review by County and/or Office of Inspector General [OIG]) signed certifications from each individual certifying that they have received, read, and understand the Code of Conduct and agree to abide by the requirements of the Compliance Program. Consultant shall submit the signed certifications to County's Compliance Officer within 30 days after the effective date of this agreement for all current employees who are Covered Individuals and within 30 days after the start date of any newly-hired employees who are Covered Individuals.
- C. Consultant agrees that all of its employees who are Covered Individuals, both current and all newly-hired, will be required to attend annually the complete

compliance training program provided by County, or Consultant's program with prior approval of County's Compliance Officer, to its employees as required by the County's Program for Compliance with Federal Healthcare Programs.

- D. Consultant shall not enter into an agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Care or Medi-Cal.
- E. Consultant attests that Consultant and all Consultant's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation.
- F. Consultant shall verify monthly all of Consultant's employees and subcontractors are not excluded from Medi-Cal and Medicaid 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 other electronic format preapproved by County. Verification checking, at a minimum shall include Consultant's use of the following three websites:
 - (1) Office of Inspection General
http://oig.hhs.gov/exclusions/exclusions_list.asp
 - (2) Medi-Cal Suspended and Ineligible List
<https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>
 - (3) System for Award Management
<https://www.sam.gov/portal/SAM/#1>

Section 32. NOTICE OF RIGHTS.

Consultant shall give the persons provided services pursuant to this agreement notice of their rights in accordance with section 5325 of the Welfare and Institutions Code and California Code of Regulations, 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 Welfare and Institutions Code and in California Code of Regulations, Title 9, section 862.

Section 33. 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 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 10.

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 he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

DAVID A. KEHOE, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel

By: Alan B. Cox
Deputy County Counsel III

By: James Johnson
Risk Management Analyst II

Date: 6-30-17

CONSULTANT

By: Monte Cameron
Monte Cameron
Chief Financial Officer

Tax I.D.#: On File

EXHIBIT A

SERVICES

Objective 1: Collaborate with Caregivers, Treatment and Other Service Providers

In order to meet **Objective 1**, Consultant shall provide the service(s) as follows:

- A. Consultant shall collaborate with all parties involved with the Client and family including but not limited to parents, schools, doctors, care givers, Shasta County Health and Human Services Agency, Children's Services, and Probation with appropriate signed authorization for release of information in order to support the client reaching the client goals.
- B. Consultant shall use trauma informed interventions and treatment practices that will meet the individual needs of each client.
- C. Consultant shall conduct family therapy at a minimum of twice a month in order to preserve connections and strengthen the family unit. When a client does not have a family member involved in their life, Consultant shall conduct family finding and identify a significant connection for client no later than the 4th month of placement.

Objective 2: Comply with Court Ordered Oversight of Juvenile Court Dependents and Wards

In order to meet **Objective 2**, Consultant shall provide the service(s) as follows:

- A. Consultant shall provide Progress Reports (EXHIBIT E) regarding participation in Mental Health Services and Client's progress toward treatment goals including tracking of risk behaviors as outlined in Section 1 (P) of the agreement. Progress in treatment will be evaluated in part by frequency of risk behaviors.
- B. Consultant shall provide testimony and any records, as authorized by law, when subpoenaed to Juvenile Court. In the event that Consultant is required by subpoena to testify in any matter arising out of or concerning the services provided under agreement by any party in a legal proceeding regarding the Client, 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.
- C. Consultant shall assure proper psychiatric care, which will include development and submittal of a County JV220 (A) "Prescribing Physician's Statement-Attachment." Consultant shall cooperate with the agency in providing all information deemed necessary by County for assessment and treatment planning, including a medication consent form approved by Shasta County Managed Care Mental Health Plan for signature by Juvenile Court Judge. Consultant shall make available 24 hour psychiatric care.

- D. With appropriate releases of information Consultant shall work collaboratively with County, every Client served under this agreement, and their support network as identified by the Client's case worker to include parents, caregivers, service providers and other authorities, to create a discharge plan that will support access to mental health services and continuity of care post discharge. If Client is taking psychotropic medication, 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, and medication support service providers.

Objective 3: Provision of Medi-Cal Services

In order to meet **Objective 3**, Consultant shall provide the service(s) as follows:

- A. For all services, Consultant shall comply with applicable provisions of the State of California Department of Health Care Services approved Shasta County Managed Care Mental Health Plan.
- B. Consultant shall assure all Shasta County Medi-Cal beneficiaries referred to Consultant have had an assessment initiated through Shasta County Managed Care Plan provider determining appropriate service needs
- C. Initial written TAR(s) will be completed by Shasta County HHSA Children's Services determining the specific services and goals to address diagnosis and impairment and submitted to HHSA Managed Care for review and authorization.
- D. Consultant shall reassess each Client at least once every six months based on the date of Client's initial assessment and submit a copy of the updated assessment and Treatment Plan to Shasta County Managed Care when continued services beyond six months are clinically indicated.
- E. Consultant shall inform County and submit an assessment document to County, by fax, within three working days after assessment when any Client who is a Medi-Cal beneficiary is determined after assessment to be ineligible for services. County shall review the assessment document and, if applicable, issue a Notice of Action to Client in accordance with the guidelines set forth in the County's Managed Care Mental Health Plan.
- F. Consultant shall submit subsequent TAR(s) to Shasta County Managed Care Plan for review and authorization 15 to 30 days prior to the expiration of the initial authorization period. Services provided without prior written authorization shall be the responsibility of Consultant and shall not be reimbursed by or compensated for by County. Services may be authorized by County 30 days before prior authorization expires.
- G. Mental Health Services provided by Consultant pursuant to this agreement may include, but are not necessarily limited to:
- (1) Medication Support
 - (2) Crisis Intervention
 - (3) Mental Health Services
 - (4) Case Management
- Consultant shall only provide Case Management services when directly related to discharge planning of the Client.

H.	Consultant shall involve Client and support network, as identified by the Client and Client's case worker to include parents, caregivers, service providers and other authorities that are authorized to participate in all treatment planning and decision-making regarding the Client's services, and documented in the Client's on-going Treatment Plan.
I.	Consultant shall involve Client and support network as identified by the Client and Client's Caseworker to include parents, caregivers, service providers and other authorities that are authorized to participate in child and family focused meetings (CFFM) to be held at a minimum of every 30 days based on the Client's initial placement date.
J.	Consultant shall complete all performance outcome requirements in accordance with and as determined by the State of California Department of Health Care Services, and/or County. For purposes of this agreement Performance Outcomes include, but are not limited to measures to determine Consultant's productivity, as well as Client's progress toward treatment goals and reduction in identified target behaviors.
K.	<p>Consultant shall adhere to guidelines in accordance with policies and procedures issued by County, including but not limited to:</p> <ol style="list-style-type: none"> (1) Complete all chart documentation as defined by Shasta County Managed Care Mental Health Plan located at the County Provider website: http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx. The Provider website is updated and maintained by County and shall be provided to Consultant; (2) Comply with audit requests by County; (3) Provide EPSDT notification to all Medi-Cal beneficiaries as required by the State of California Department of Health Care Services and as set forth in the County's Managed Care Mental Health Plan; (4) Perform other related duties as requested by County; (5) Use only those forms that have been pre-approved by County; (6) Provide all documents required for pre-payment audit as requested by Shasta County Mental Health Managed Care Plan; and (7) Staff must attend Cultural Competency training approved by County annually.
L.	Utilize the Program Diagnosis and Discharge form, incorporated herein as Exhibit G, when a Client's diagnosis has been updated and/or when the Client is discharged.

EXHIBIT B

PAYMENTS

I. Mental Health Services

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

Medication Support	\$4.82	per minute
Mental Health Services	\$2.61	per minute
Case Management	\$2.02	per minute
Crisis Intervention	\$3.88	per minute

- B. Services provided to non-Medi-Cal eligible youth shall be the responsibility of Consultant and will not be reimbursed by or compensated for by County.
- C. Services provided without pre-authorization by County shall be the responsibility of Consultant and will not be reimbursed by County.
- D. Each Statement submitted by Consultant must have the following statement included at the bottom of every Statement submitted for payment: "I certify that the above is correct, and supporting documentation has been recorded in the medical record."
- E. Services provided without submission to County of NPI by Consultant shall be the responsibility of Consultant (financially and otherwise) and will not be reimbursed by County.

EXHIBIT C

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 Section 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 Consultant

Printed Name of Person Signing for Consultant

Contract/Grant Number

Signature of Person Signing for Consultant

Date

Title

EXHIBIT D

SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY, MENTAL HEALTH PLAN (MHP) 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;
- 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;
- 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
1810 Market Street, Redding, CA 96001
P.O. Box 496005, Redding, CA 96049-6005
(530) 245-6750

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

Email: mhcompofcr@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

CODE OF CONDUCT CERTIFICATION

I, _____, by signing this Certification
(Print First and Last Name)

acknowledge that:

1. I am an employee of Victor Treatment Centers, Inc., a Consultant of the County of Shasta, through its Health and Human Services Agency;
2. I have received a copy of the Code of Conduct;
3. I have read and understand the Code of Conduct; and
4. I agree to comply with the Code of Conduct.

Signed _____ Date _____

Consultant shall maintain all current signed Code of Conduct Certification forms on file and retain forms for a period of seven years after employee no longer works for Consultant, and provide to HHSA upon request, or submit depending upon agreement terms, this signed certification to HHSA Compliance Program staff at 1810 Market Street, Redding, CA 96001, or to P.O. Box 496005, Redding, CA 96049-6005.

Thank you.



EXHIBIT E

Progress Report

Please complete the following regarding the Client's progress while in services. A numerical answer for questions 1 through 6 will suffice. Be sure to provide detailed explanations for these items within the body of your progress report.

☐ Initial 30 Day Report

☐ Quarterly Report

Date of report: _____ MH ID Number: _____

	Month:	Month:	Month:	Average # of incidents for all youth in the group home
1. Frequency and Duration of aggressive behavior incidents				
2. Frequency and Duration of self-harm incidents				
3. Frequency and Duration of drug seeking behaviors/attempts				
4. Frequency and Duration of runaway attempts				
5. Frequency and Duration of incidents of property destruction				
6. Frequency and Duration of mood instability that affected daily function				
Specific to Client, efforts made toward supporting child and family connection, communication and support (dates, interventions):				
Changes in medication or significant changes in counseling plans or interventions:				
Proposed discharge plan (date):				

Daily / Monthly Claim Forms

Month / Year

[illegible]

Signature (Therapist)

Discipline

Date _____

Program:

Date of Service:

[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.

Signature (Primary Therapist)

Discipline

Date _____

Signature (Co_Therapist)

Discipline

Date _____

EXHIBIT G
Program Diagnosis and Discharge Form

Shasta County HHSA

Program Diagnosis and Discharge Form

☐ Admission ☐ Update ☐ Discharge

Date: _____ Program: _____

Staff Name: _____ Staff Code: _____

Disorders and Conditions (Enter ICD-10 Code and Diagnosis Name and corresponding DSM-5 Code and Diagnosis Name)

Psychosocial & Environmental (Enter ICD-10 Code and Diagnosis Name)

Summarize General Medical Conditions

CSI Reporting

Any Physical Health Disorders affecting mental health?

☐ Yes ☐ No ☐ Unknown

Any Developmental Disabilities affecting mental health?

☐ Yes ☐ No ☐ Unknown

Trauma ☐ Yes ☐ No ☐ Unknown

Substance Abuse ☐ Yes ☐ No ☐ Unknown

Substance Abuse Diagnosis: _____

Discharge Summary Only

Reason for Discharge

Client Status Code

Client Legal Class

Program Diagnosis /Program Discharge Form

Financials/Episodes

Rev. 4/2017

Client

Chart #

DOB