

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND VICTOR TREATMENT CENTERS, INC.**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Victor Treatment Centers, Inc., a California corporation, ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on July 18, 2017, effective July 1, 2017, to provide for youth mental health services ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to: (1) add Intensive Case Coordination and Intensive Home Based services; (2) increase the amount of maximum compensation payable during the entire term of the agreement to Consultant to \$2,200,000 for the services to be provided herein.

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 3. COMPENSATION of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 3. COMPENSATION.

- A. County shall compensate Consultant for services rendered pursuant to this agreement in accordance with the terms prescribed in EXHIBIT B-1. The total compensation payable to Consultant under this agreement shall not exceed \$600,000 for County fiscal year 2017-2018, \$800,000 for County fiscal year 2018-2019, and \$800,000 for County fiscal year 2019-2020. In no event shall the maximum amount payable under this agreement exceed \$2,200,000.
- B. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

II. **EXHIBIT A-1** is attached to this First Amendment and is effective as of the last date this First Amendment is signed by all parties. Exhibit A attached to the original agreement shall remain in effect between July 1, 2017 and the effective date of this first amendment.

III. **EXHIBIT B-1** is attached to this First Amendment and is effective as of the last date this First Amendment is signed by all parties. Exhibit B attached to the original agreement shall remain in effect between July 1, 2017 and the effective date of this first amendment.

IV.

IV. **REAFFIRMATION**

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

V. **ENTIRE AGREEMENT**

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

VI. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

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

COUNTY OF SHASTA

Date: _____

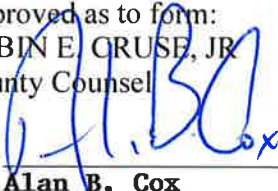
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR.
County Counsel

By:  1/26/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  01/26/18
James Johnson
Risk Management

CONSULTANT

Date: 1/25/18

By: 
Edward E. Hackett
Chief Financial Officer

EXHIBIT A-1

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
 - (5) Intensive Case Coordination
 - (6) Intensive Home Based Services

	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-1

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
Intensive Case Coordination	\$2.02	per minute
Intensive Home Based Services	\$2.61	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.