

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

**COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT**

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**THIS AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_ between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and **COURAGE TO CHANGE**, (“CONTRACTOR”) COUNTY and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A.** COUNTY wishes to obtain the services of CONTRACTOR for the purpose of maintaining a Short-Term Residential Therapeutic Program (STRTP) designed to provide a placement opportunity for adolescent males to the Juvenile Courts and Probation Departments in lieu of the options available to them prior to AB 403, the Continuum of Care Reform Act. Courage to Change would be an alternative and a less restrictive environment than Juvenile Hall, County Camps, or California Youth Authority, as well as a step down option from more restrictive placements.; and
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to COUNTY’s Short-Term Residential Therapeutic Program (STRTP); and
- C.** CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. TERM:** This Agreement becomes effective as of July 1, 2020 and expires at 11:59 PM on June 30, 2021 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibit A, A-1, A-2**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit B, B-1, B-2**
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY’S “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY’S “General Agreement Terms and Conditions” can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

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<input checked="" type="checkbox"/>	<b>Exhibit D</b>	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	<b>Exhibit E</b>	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	<b>Exhibit F</b>	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	<b>Exhibit G</b>	Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> )
<input checked="" type="checkbox"/>	<b>Exhibit G1</b>	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	<b>Exhibit H</b>	Additional terms and conditions for federally-funded contracts

**7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

**COUNTY:**

Contracts Unit  
 Tulare County Health and Human Services  
 Agency  
 5957 S. Mooney Boulevard  
 Visalia, Ca 93277  
 Phone No.: 559-624-8000  
 Fax No.: 559-737-3718

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
 2800 W. Burrel Ave.  
 Visalia, CA 93291  
 Phone No.: 559-636-5005  
 Fax No.: 559- 733-6318

**CONTRACTOR:**

Courage to Change  
 1230 N. Anderson Rd  
 Exeter, CA 93221  
 Phone No.: 559-594-4855  
 Fax No.: 559-594-0086

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**COUNTY OF TULARE  
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**9. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

**THE PARTIES,** having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 8-31-20

**COURAGE TO CHANGE**  
By [Signature]  
Print Name ESSAW J. Gambeni  
Title CEO / Administrator

Date: 8/31/20

By [Signature]  
Print Name LARRY GOATES  
Title Mbr: Board of Directors

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date: \_\_\_\_\_ By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
County Counsel

By Ameet K. Nagra 9/3/20  
Deputy  
Matter # 2020791



**EXHIBIT A**  
**Courage to Change, STRTP**  
*Short-Term Residential Therapeutic Program (STRTP)*  
**Scope of Services**  
**Fiscal Year 2020-2021**

**PROGRAM DESCRIPTION:**

Courage to Change, Inc. is a Short-Term Residential Therapeutic Program (STRTP) and a Certified Drug & Alcohol Program designed to provide a placement opportunity for adolescent males to the Juvenile Courts and Probation Departments in lieu of the options available to them prior to AB 403, the Continuum of Care Reform Act. Courage to Change would be an alternative and a less restrictive environment than Juvenile Hall, County Camps, or California Youth Authority, as well as a step down option from more restrictive placements. The agency's transition to a Short Term Residential Therapeutic Program (STRTP) has allowed for the opportunity for Courage to Change STRTP to meet the needs of children/youth from Child Welfare Services, Mental Health Referrals, and others who might benefit from the program components. Courage to Change provides intervention and residential treatment to male minors, between the ages of 13 and 18, and **non-minor dependents** qualifying for continued foster care under the statutes of AB 12.

**PROGRAM ELEMENTS TO MEET THE NEEDS OF THE POPULATION:**

Courage to Change will provide the following services to meet the needs of the residents as determined by their individual Needs and Services Plan upon completion of the **MSE, CANS, SASSI-A2**, and other assessment tools and in agreement of the Child and Family Team (CFT).

**Initial Crisis-Management Assessment:** will be done prior to or immediately upon the arrival at the facility. This assessment shall include input from the child, as well as someone the child requests to be present such as a family member or social worker or probation officer. The assessment shall be used to prepare a plan of intervention for the child, if needed.

**Crisis Intervention:** Interventions, performed by Courage to Change's clinical staff, is an immediate application of psychological intervention measures, generally lasting less than 12 hours, a condition which requires more timely response than a regularly scheduled appointment. Intervention during crisis may either be face to face, with on-site direct care staff and the residents.

**Trauma-Informed Care Coordination:** Trauma-informed organizations are based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, or that program and service can be supportive and avoid re-traumatization. Courage to Change recognizes that the impact of trauma on the children in our care will require all staff, service providers, and caregivers to recognize and be prepared to meet the needs of these children and assist the families when possible.

**Child and Family Team: (CFT)** Courage to Change begins to develop the child's (CFPT) Child-Family and Program Team at time of intake. Initial members will review the intake materials and assessments and begin the process of a comprehensive Needs and Services Plan with an integral Aftercare/Transitional component. It will be an integral part of the Child's placement experience following it into the transitional phase of their life. As the membership of the team develops, staff specialists such as the Activity Director, the Prudent Parent Specialist, the ICWA specialist may become a more integral part of the planning process.

**ASSESSMENT:**

The assessment tools used by the Courage to Change Ranch are wellness/culturally based allowing for continued changes, as needed throughout placement, to their treatment plans. They include the **CANS, SASSI-A2, MSE** and other Trauma Sensitive assessments as are required.



### **Initial Comprehensive Intake Assessment (CANS)**

**Facilitated by the Intake Coordinator**

The **Child and Adolescent Needs and Strengths Assessment (CANS)** is an assessment process in addition to a multi-purpose tool. It supports decision making when planning for the child, what level of care they need, and monitors the outcomes. This initial, comprehensive, assessment will function as a baseline for further treatment conceptualization and serve to inform each specific treatment department/assessment.

### **Drug and Alcohol Assessment (SASSI-A2)**

**Facilitated by Certified Drug and Alcohol Specialist**

The **Adolescent Substance Abuse Subtle Screening Inventory (SASSI-A2)** is an Evidence Based Practice tool that is used as a screening instrument for substance dependency. The SASSI-A2 is designed to help service providers determine if an adolescent is in need of further assessment and possible treatment for substance use disorders.

### **Mental Status Exam (MSE)**

**Facilitated by Clinical Staff**

The **Mental Health Status Examination (MSE)** forms one component of the assessment of an individual. It augments other assessment components such as the history of the presenting complaint and provides cues as to what more detailed assessment needs to take place e.g. cognitive assessment or psychometric testing.

### **Initial Aftercare Assessment**

**Facilitated by Aftercare Specialist**

The Aftercare component will be a work in progress from the beginning of placement. It will be flexible enough to adapt to the changing needs of the resident as he progresses towards independence. The Aftercare specialist will remain with this resident through the bridging process to his next placement.

### **Gang Assessment**

**Facilitated by the Gang Interventionist**

During the first week of placement, each new resident will receive a comprehensive assessment and evaluation of his or her current gang involvement. The identity of their personal association will be determined. The extent of their family's involvement with the gang culture will also be investigated.

### **TREATMENT PROCESSES:**

**Treatment Services may include, but are not limited to, the following topics:**

**Adjustment Group:** The Adjustment Group was designed to ease the new residents' transition at Courage to Change. Residents attend the Adjustment Group during their initial 30-45 days in placement. This group meets a minimum of once a week for one hour and will be facilitated by the Staff Social Worker.

**Skills Streaming (Evidenced-Based Practice):** This group meets a minimum of once a week for one hour and may be facilitated by a contracted LMFT or the Program Social Worker. The Skills Streaming (EBP Curriculum) is a prepared curriculum of psycho-educational courses designed to educate an array of pro-social psychological skills.

**Juvenile Offenders & Criminality (Evidenced-Based Practice):** (**Criminality and Substance Abuse**) curriculum is an EBP (Evidence Based Practice) 20 week core curriculum designed by Hazelden. This curriculum addresses and challenges behavior associated with substance abuse and criminal behavior related to committing offenses.

**Drug and Alcohol Education (12-Step Program):** All residents of the Courage to Change are not Addicts or Alcoholics. However, the majorities of them do abuse the use of substances, have experienced the negative effects of substance abuse and / or have experienced significant family exposure to the same.



**12 Step Anger Management:** (Alcoholics/ NA Anonymous) Courage to Change has specifically developed a curriculum that uses the blueprints of the 12 Step Program of Alcoholic Anonymous replacing the word alcohol or drug in the first step with anger.

**Relapse Prevention Group** (Alcoholics/ NA Anonymous): The Relapse Prevention Groups consist of 16 groups that are designed to build self-efficacy, camaraderie, and support for the adolescents. The groups cover topics, which allow participants to discuss changes they need to make in order to maintain abstinence.

**NA/AA on and offsite:** Courage to Change utilizes the fundamentals of Alcoholics Anonymous and Narcotic Anonymous. The residents are expected to complete Steps 1-4 before their graduation date.

**Aggression Replacement Therapy group (ART) (Evidenced-Based Practice):** This group will support the Trauma Informed approach used by the Mental Health, Social Work, and supervising staff of the Courage to Change. It will facilitate giving tools to the residents that will modify their future behavior and provide for a healthy integration into family and society.

**Domestic Violence (Young Men's Work) (Evidenced-Based Practice):** This group may be conducted when the population of the residents may benefit. In the Domestic Violence Group, the adolescents learn how to identify their own, as well as their family's unhealthy abusive behaviors (if any), and they also learn strategies that equip them with the ability to stop the cycle of violence in their life.

**Baby Boot-Camp (The Developing Child / Adolescent Fatherhood) (Evidenced-Based Practice):** This group is designed for parenting or expecting parent residents. "Babies" are used as training tools. These "babies" cry, wet, and must have their needs met.

**Weekly Process Group:** The Treatment Team reviews all concerns, write-ups, observations, Incident Reports on Monday mornings with the entire staff present to give input. This is during the regularly scheduled mandatory training of all staff. After the Training Meeting adjourns, the Treatment Team meets in the Process Group.

**Community/Resident Process Group:** Courage to Change utilizes the concept of positive peer culture. Weekly meetings, attended by the Residents and the Treatment Team, are designed to encourage the residents to address and confront issues in a problem-solving environment. Residents are provided the opportunity to express any grievances or concerns.

**Weight and Health Program:** Designed for severely overweight residents or those at risk of diabetes or have a diagnosis of the disease. This is a once a week weigh in with a special diet and activity component.

**Independent Living Program:** Designed for **all residents** to maximize their exposure to ILP skills while in placement. This might include a specialized group but is predominantly part of the school curriculum and also available, for those age eligible residents, through the county ILP programs.

**Treatment Team:** The Courage to Change Treatment Team is the precursor to the STRTP Child and Family Team (CFT). The core of the internal team consists of the Program Director, Assistant Program Director, Case Managers including; Intake Coordinator, Gang Interventionist, Aftercare Specialist, Certified Drug and Alcohol Counselor. Mental Health Providers, Administrator, Court Placement Worker or any other individual who may have pertinent information attend when required and/ or available.

**Case Management:** Each resident will be assigned a Case Manager to facilitate their adjustment and assure that all assessments are done in a timely manner. They will have access to their Case Manager upon request. **The Case Manager will be responsible for keeping the Needs and Services Plan current. Some Case Managers may become the identified "expert" in specific areas of need. For example one Case Manager may be more knowledgeable about the Prudent Parent Standards and another one the ICWA.**



**Social Work:** The social work philosophy is simple “old fashion” social work: **“Go where the resident is”**. This means that social workers understand that rehabilitation and sometimes habilitation are necessary to affect change.

**Parenting Component:** The parenting component for the families of children in placement may include the following: Parent/Family meetings, Family Counseling Sessions, Family on site visitation, Regular phone communication, Skype Video Conferencing (Mandatory and expected for all reunifying parents/guardians), Child and Family Team (CFT) participations.

**Animal Assisted Therapy:** The “Faith House” (Animal House) has been designed to provide a safe environment for animal therapy. Rescue Dogs which have been pre-screened for aggressive behavior are matched with the six residents in this dedicated house. The children learn to socialize the animals while receiving the therapeutic benefit of working with animals.

**Cognitive Restructuring - Graffiti Removal/Victim Awareness:** The graffiti removal program component was designed to **challenge the criminal/gang mentality of** the residents entrenched in gang. It is a **cognitive restructuring** approach to changing the way the child thinks about the gang value structure.

**Teamwork/trust/communication -Alpine Tower:** This activity will help develop trust and self-esteem. The Tower is facilitated by a trained, certified staff and is a voluntary activity for residents. Courage to Change’s Alpine Tower provides an intense partnering experience, which dramatically highlights **teamwork, cooperation, trust, communication, adventure, compassion, and respect.**

**Leadership Skills- Central Valley Cadet Corps:** Voluntary participation will develop **self-esteem, pride in self, leadership skills, and positive problem solving skills.** Cadets participate in Color Guards for organizations, march in parades, have bivouacs, and provide community service to the local towns.

**Educational Therapy:** The Staff Social Worker may provide therapy or in a group setting as deemed appropriate for the population. This component also includes the Vocational Education and horticulture components of the school. Residents design and implement projects.

**Community Service:** Courage to Change provides residents several ways to achieve community services hours. The **Graffiti Removal** Program provides graffiti removal for the surrounding communities on a regularly scheduled basis. **Alley clean up** is provided to the same communities. Residents also volunteer to help churches set up and take down for events.

**The Vocational Horticulture Education Program:** The Horticulture part of the Vocational Educational Curriculum is also part of the Science department. Students get Science credits by working in the garden. They get “Home Economic” credits when they prepare and cook the food.

**Independent Living Program for younger children:** Designed for **all residents** to maximize their exposure to ILP skills while in placement. This might include a specialized group but is predominantly part of the independent study curriculum and also available, for those ‘age eligible’ residents, through the county ILP programs.

**Vocational Education/Training Program** The Courage to Change Vocational Education Program’s primary focus is to demonstrate and instruct hands on mechanical and life skills used in every day areas where a student has the potential opportunity to become employed. The Vocational Education Program is divided into two main areas.

#### **MEDICATION MANAGEMENT & SUPPORT:**

A Licensed Therapist or Psychologist will evaluate any resident for the necessity and/or appropriateness of any psychotropic medication. A referral will be made to a Psychiatrist, who will be the only medical person to prescribe such medications. The prescription of psychotropic medication is judicious, its possible noxious and teratogenic side



effects shall be carefully monitored, and the effects of the medication on symptomatology will be assessed to assure treatment effectiveness. **All residents receiving Psychotropic medication will meet all requirements as prescribed by the State of California.** All psychotropic medication will be administered upon receipt of a prescription and with the written authorization of the juvenile court judge or signed parental permission. The Medical Case Manager will document all symptoms or lack thereof. Courage to Change follows the directions provided by psychiatric evaluations, psychotropic prescriptions, and medication monitoring for our residents.

### **CONSULTANTS/COLLATERALS:**

The Courage to Change utilizes consultants when there is no employee who has the expertise in a certain field. For example, the Courage to Change maintains a contract with a Licensed Mental Health Provider to assist in Treatment Team decisions that might benefit from their input. The Courage to Change informally engages and coordinates with community resources, including, but not limited to, tribes, county placing agencies, and mental health providers. The name of the provider and service provided will be listed in the youth or nonminor dependent's case file. Courage to Change will consult with each provider to ensure that they are providing adequate services that are culturally relevant and trauma informed. Involvement may be in any of the core services areas Behavioral, Mental Health, Extracurricular Supports; Transition to Adulthood Services (ILP) Permanency Support Services and Indian Child Services. Some cooperative agencies include, but are not limited to:

- County Placing Agencies
- County Behavioral Health
- Court Appointed Special Advocate (CASA)
- Various Tribal Partners
- Local LGBTQ Community
- Local LGBTQ Youth Alliance
- Tulare County Children's Mental Health Services
- Tulare County Department of Education
- County Mental Health and Substance Abuse Services
- Tulare County Occupational Vocational Services
- Youth Employment Services
- Tulare County Department of Social Services Independent Living Program
- College of the Sequoias Independent Living Program
- Tulare County Health Department
- Tulare County 12 Step Program
- Tulare County Public Library
- Tulare County Museum
- Tulare County Observatory
- McDermont Field House

**CONTINUOUS QUALITY IMPROVEMENT: The Courage to Change uses a variety of tools to establish, evaluate, and improve the services of the Program.**

**Courage to Change (COI): Continuous Quality Improvement /Quality Assurance Plan** is an ongoing plan that identifies the purpose of the tool: "to improve the quality of services provided by this agency to its internal and external customers and community consumers." It serves as an outline to guide the company towards improvement.

**Courage to Change Accessibility Plan** was prepared in response to the Americans with Disabilities Act and rehabilitation Act 1973, Courage to Change policy and CARF International Accreditation. Courage to Change promotes accessibility and the removal of barriers for the persons served, personnel, the community at large and other stakeholders.





Courage to Change STRTP ♦

1230 North Anderson Road ♦

Exeter, CA ♦ 93221

Office: 559-594-4855 Fax: 559-594-0086

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**Courage to Change Cultural Diversity and Sensitivity Plan** was developed in an effort to identify the needs of all people and respond in a sensitive way. The Plan is designed to create a culture where a feeling that diversity is welcomed and supported among our residents, resident families, staff administrators, board members and other stakeholders.

**Courage to Change Performance Analysis Report:** The Courage to Change is dedicated to a process of continuous improvement of our organization, programs, services and treatment. This improvement is predicated on the collection of information and data that are reliable, valid, specific, accurate and inextricably linked to the indicators contained in the Performance Analysis Report.

ATTACHMENT A-1  
TULARE COUNTY MENTAL HEALTH PLAN,  
QUALITY MANAGEMENT STANDARDS

The Tulare County Alcohol, Drug and Mental Health Services Department is Tulare County's Medi-Cal Mental Health Plan (MHP) and has established standards for all organizational, individual, and group providers furnishing Specialty Mental Health Services. CONTRACTOR shall adhere to all current MHP policies and procedures (P&P's) in addition to the following standards. In the event of conflicting requirements, current P&P's will supersede the below standards. P&P's may be updated from time to time, and when an update occurs COUNTY shall notify CONTRACTOR and provide the revised P&P's. Copies of all current P&P's are available by contacting the Tulare County Mental Health Managed Care/QI division at (559) 624-8000.

1. Assessment

- A. Assessments shall be completed and/or updated in order to provide support for determinations of Medical Necessity for Specialty Mental Health Services (SMHS). Approvals or re-approvals for SMHS may not be based on any other criteria than Medical Necessity, as described by the California Code of Regulations (CCR) and as further described by Department of Health Care Services and Tulare County policy and procedure.
- B. Initial Assessment: Contractor shall complete an initial assessment to establish medical necessity for all consumers requesting specialty mental health services within fourteen (14) days for adults, and twenty-one (21) calendar days for minors from the consumer's initial visit. The Assessment must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA).
- C. Assessment Update: As clinically indicated, with best practice being at least annually and/or when clinically significant changes occur in the client's status/condition (e.g. diagnosis change, medical necessity changes), a re-assessment of key indicators of the client's condition will be performed and documented within the chart. Particularly, reassessment will gather information the required to determine if the clinical symptoms, behaviors, and impairments necessary to support medical necessity for Specialty Mental Health Services are present or not.
- D. Content of Assessments shall address the following minimum items and may include additional items described in Tulare County policy and procedure:
  1. In order to provide enough information to support a conferred diagnosis and medical necessity determination, providers must at least address the following areas:
    - a) Presenting Problem
    - b) Relevant conditions and psychosocial factors affecting the beneficiary's physical health
    - c) Mental Health History
    - d) Medical History
    - e) Medications
    - f) Substance Exposure/Substance Use
    - g) Client Strengths
    - h) Risks, including trauma

- i) Mental Status Exam
    - j) Complete Diagnosis, determined by an LPHA within their respective scope of practice
  - 2. An Assessment shall also include a case formulation section clearly describing support for a given diagnosis and medical necessity determination.
- 2. Plan of Care
  - A. Consumer Wellness Plan (CWP): The plan of care shall be completed by the Contractor within thirty (30) days from the first date of current admission.
  - B. Frequency: The CWP shall be completed by the 30th day in all cases in which services will exceed 30 days. At minimum, the CWP must be updated annually from the date the LPHA signs the prior CWP. CWPs may also be updated whenever clinically indicated but may never be authorized for longer than one (1) year from the date of the LPHA signature on the prior CWP.
  - C. Content of CWPs shall include the following minimum items and may include additional items described in Tulare County policy and procedure:
    - 1. A description of the impairment(s)/risk/developmental milestones not being met that will be the focus of treatment and the symptoms/behaviors of the included diagnosis causing the impairment(s)/risk/developmental milestones not being met.
      - a) Consumer plans must be consistent with the primary included diagnosis and resulting impairment(s)/risk/developmental milestones that were identified on the most recent Assessment.
    - 2. Specific, observable or quantifiable goals and objectives.
    - 3. Proposed type(s) of intervention to address the functional impairment(s)/reasonable risk of significant deterioration in current functioning/failure to achieve developmental milestones as identified in the Assessment. Interventions should include description of both the particular service (e.g. ICC, Individual Therapy) and the specific intervention actions pertaining to the service (e.g. motivational interviewing, CBT, referral/linkage to AOD treatment).
    - 4. Proposed duration and frequency of intervention(s).
    - 5. Documentation of the consumer's participation in and agreement with the plan. This includes consumer signature and/or legal representative on the plan and description of the consumer's participation in constructing the plan and agreement with the plan in progress notes.
  - D. Signature (or electronic equivalent) by a LPHA (the LPHA must be a physician for Medicare or MED-Only consumers) and the consumer and/or consumer's legal representative.
  - E. Contractor will offer a copy of the consumer plan to the consumer and will document such on the consumer plan.
- 3. Progress Notes and Billing Records. Services must meet the following criteria, as specified in the MHP's Agreement with the California Department of Health Care Services.
  - A. All service entries will include the date and time the services were provided.
  - B. The consumer record will contain timely documentation of care. Services delivered will be recorded in the consumer record as expeditiously as possible, but no later than the timeliness time frame delineated by Tulare County Mental Health policy and procedure.
  - C. Contractor will document consumer encounters, and relevant aspects of consumer care, including relevant clinical decisions and interventions, in the consumer record.

- D. All entries will include the exact number of minutes of service provided and the type of service, the reason for the service as related to how the service addressed the impairment/risk/developmental milestone identified in the Assessment and the CWP, the corresponding consumer plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent) that includes the person's professional degree, licensure or job title..
- E. The record must be legible.
- F. The consumer record will document referrals to community resources and other agencies, when appropriate.
- G. The consumer record will document follow-up care or, as appropriate, a discharge summary.
- H. Timeliness/Frequency of Progress Notes
  - 1. Shall be prepared for every service contact including:
    - a) Mental Health Services (Assessment, Plan Development, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
    - b) Medication Support Services;
    - c) Crisis Intervention;
    - d) Case Management/Targeted Case Management (billable or non-billable).
  - 2. Shall be daily for:
    - a) Crisis Residential;
    - b) Crisis Stabilization (1x/23hr);
    - c) Day Treatment Intensive.
  - 3. Shall be weekly for:
    - a) Day Treatment Intensive for Clinical Summary;
    - b) Day Rehabilitation;
    - c) Adult Residential.
  - 4. On each shift for other services such as Acute Psychiatric Inpatient.
- 4. Additional Requirements
  - A. Contractor shall display the Medi-Cal Guide to Mental Health Services Brochures in English and Spanish, or alternate format in their offices. In addition, Contractors shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or appeals to the Problem Resolution Coordinator and the Quality Improvement/Managed Care Department.
  - B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Guide to Mental Health Services and the Beneficiary Problem Resolution policy and procedure.
    - a. This includes the issuance of Notice of Adverse Benefit Determination(s) according to frequencies described in the Notice of Adverse Benefit Determination policy and procedure.

- C. Contractor shall ensure that direct service staff, attend cultural competency trainings as offered by the County.
- D. Contractor shall establish a process by which Spanish speaking staff that provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- E. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
  - 1. Where applicable, 24 hours per day, 7 days per week access to “urgent” services (within 48 hours of request or determination of necessity) and “emergency” services (same day);
  - 2. Access to routine mental health services (1st appointment within 10 business days of initial request. When not feasible, Contractor shall give the beneficiary the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard);
  - 3. Access to routine psychiatric (first appointment within 15 business days of initial request).
  - 4. The MHP Quality Assurance/Utilization Management team of Tulare County monitors clinical documentation and timeliness of service delivery.
  - 5. The MHP shall monitor the performance of its contractors and network providers on an ongoing basis for compliance with the terms of the MHP contract and shall subject the contractors’ performance to periodic formal review.
  - 6. If the MHP identifies deficiencies or areas of improvement, the MHP and the contractor shall take corrective action.
- F. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service consumers, if the provider serves only Medicaid beneficiaries.
- G. If the State, CMS, or the HHS Inspector General (Office of Inspector General) determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate and audit the subcontractor at any time.
- H. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. Notwithstanding Paragraph 29, Order of Precedence, of the General Terms and Conditions (GTC) relevant to this agreement, the 10-year records retention period shall apply to all MHP agreements. This requirement supersedes the 5-year retention period in Paragraph 9 in the GTC.

Reference: Service and Documentation Standards of the State of California, Department of Health Care Services.

## **EXHIBIT A-2**

### **TRANSLATION SERVICES**

CONTRACTOR agrees to provide translation services such as, but not limited to, interpreting and sign language to consumers for the provision of services under this Agreement at CONTRACTOR'S sole cost.

Services provided may include:

- AT&T Language Line
- American Sign Language Translation Services, including TTY/TDD California Relay Services
- Orchid Interpreting
- Other interpreting services as deemed necessary to provide the consumer with linguistically and culturally appropriate services

CONTRACTOR will not be allowed to use COUNTY'S language and translation services' providers' accounts. Separate accounts will need to be arranged at CONTRACTOR'S discretion.

If COUNTY at any given time receives charges for CONTRACTOR'S language and translation services, CONTRACTOR will receive an invoice for such charge(s).

**Exhibit B**  
**Compensation**  
**Fiscal Year 2020-2021**

**1. COMPENSATION**

- a. COUNTY agrees to compensate CONTRACTOR for services provided as detailed in **Exhibit B-1**, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed Seven Hundred Thousand Dollars (\$700,000) for Fiscal Year 2020-2021. Payment shall consist of County, State, and Federal funds. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR's performance hereunder without a properly executed amendment. Notwithstanding any other provisions of this Agreement, in no event may CONTRACTOR request a rate that exceeds the contracted rate or request a rate that exceeds CONTRACTOR'S published charge(s) to the general public except if the CONTRACTOR is a Nominal Charge Provider.
- c. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2021.
- d. CONTRACTOR agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification.
- e. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
- f. CONTRACTOR shall certify that all Units of Service (UOS) listed on the invoice submitted by the CONTRACTOR for any payor sources covered by this Agreement are true and accurate to the best of the CONTRACTOR'S knowledge.
- g. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in the **Exhibit A** of this Agreement.
- h. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency (ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- i. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

**2. Contract Renewal**

- a. If applicable, should both parties exercise the right to renew this Contract, the maximum fund amount for this Contract/these Contracts in total per renewal term is identical to the maximum fund amount within the current executed contract unless the Parties agree otherwise.

- b. This contract may be renewed if the CONTRACTOR continues to meet the statutory and regulatory requirements governing this contract, as well as the terms and conditions of this contract. Failure to meet these requirements shall be cause for nonrenewal of the contract. The County may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the contract.

### **3. ACCOUNTING FOR REVENUES**

- a. CONTRACTOR shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal , Medicare, private insurance, or other third party revenue, and (3) the collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants and other revenue, interest, and return resulting from services/activities and/or funds paid by COUNTY to CONTRACTOR shall also be accounted for in the Operating Budget.
- b. CONTRACTOR shall maintain internal financial controls, which adequately ensure proper billing and collection procedures. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of the consumer receiving services under this Agreement shall be utilized by CONTRACTOR only for the delivery of mental health service units as specified in this Agreement.

### **4. INVOICING**

- a. CONTRACTOR shall submit monthly invoices to Tulare County Mental Health Department, Managed Care, 5957 S. Mooney Blvd, Visalia, Ca 93277, no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated a report that validates services indicated on the invoice.
- b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.
- c. 12-month billing limit: Unless otherwise determined by State or Federal regulations (e.g. medi-medi cross-over) all original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within twelve (12) months from the month of service to avoid denial for late billing.

### **5. COST REPORT:**

- a. Within sixty (60) days after the close of the fiscal year covered by this Agreement, CONTRACTOR shall provide COUNTY with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by the CONTRACTOR in accordance with all applicable Federal, State, and County requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by CONTRACTOR shall be reported in its Annual Cost Report and shall



be used to offset gross cost. CONTRACTOR shall maintain source documentation to support the claimed costs, revenues, and allocations, which shall be available at any time to Designee upon reasonable notice. CONTRACTOR shall be responsible for reimbursement to the County upon final settlement.

- b. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY and shall serve as the basis for a final settlement to the CONTRACTOR. CONTRACTOR shall document that costs are reasonable, allowable, and directly or indirectly related to the services to be provided hereunder.
- c. CONTRACTOR must keep records of services rendered to Medi-Cal beneficiaries for ten years or until final cost report settlement, Per W&I Code 14124.1.

## **6. RECONCILIATION AND SETTLEMENT:**

- a. COUNTY will reconcile the Annual Cost Report and settlement based on the lower of cost or County Maximum Allowance (CMA). Upon initiation and instruction by the State, COUNTY will perform the Short-Doyle/Medi-Cal Reconciliation with CONTRACTOR.
- b. COUNTY will perform settlement upon receipt of State Reconciliation Settlement to the COUNTY. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies, procedures and/or other requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal.

## **7. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS:**

- a. CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the state are included within the phrase "repayment or reimbursement."
- b. It is understood that if the State Department of Health Care Services disallows Medi-Cal claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance within sixty (60) days of the State disallowing claims.

## **8. Overpayments and Prohibited Payments:**

- a. The County may offset the amount of any state disallowance, audit exception, or overpayment for any fiscal year against subsequent claims from the Contractor.
- b. Offsets may be done at any time after the county has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the CONTRACTOR.
- c. CONTRACTOR shall report to the County within sixty (60) calendar days of payments in excess of amounts specified by contract standards.
- d. CONTRACTOR shall retain documentation, policies, and treatment of recoveries of overpayments due to fraud, waste, or abuse. Such documentation should include timeframes, processes, documentation, and reporting.
- e. CONTRACTOR shall provide an annual report of such overpayments to the County.

- f. The County shall not furnish any payments to the CONTRACTOR if that individual/entity is under investigation for any fraudulent activity. Payments of this manner will be prohibited until such investigations are complete by the County or State.

## **9. Audit Requirements**

- a. The CONTRACTOR shall submit any documentation requested by the County or State in accordance to audit requirements and needs. Documentation can be requested any time and must be supplied within a reasonable amount of time.
- b. The audit shall be conducted by utilizing generally accepted accounting principles and generally accepted auditing standards.
- c. The County will involve the Contractor in developing responses to any draft federal or State audit reports that directly impact the county.

## **10. Beneficiary Liability**

- a. Pursuant to Cal. Code Regs., tit. 9, § 1810.365, the CONTRACTOR or an affiliate, vendor, or sub-subcontractor of the Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
- b. Consistent with 42 C.F.R. § 438.106, the CONTRACTOR or an affiliate, vendor, contractor, or sub-subcontractor of the Contractor shall not hold beneficiaries liable for debts in the event that the Contractor becomes insolvent, for costs of covered services for which the State does not pay the Contractor, for costs of covered services for which the State or the Contractor does not pay the Contractor's providers, for costs of covered services provided under a contract, referral or other arrangement rather than from the Contractor, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

**EXHIBIT B-1**  
**Electronic Health Records Software Charges**  
**Fiscal Year 2020 - 2021**

Courage to Change

CONTRACTOR understands that COUNTY utilizes Netsmart's Avatar for its Electronic Health Records management. CONTRACTOR agrees to reimburse COUNTY for all user license fees for accessing Netsmart's Avatar, as set forth below:

One time per user license fee	\$800.00
Yearly hosting fee per user	\$426.45
OrderConnect Medication Management Prescriber yearly per user fee	\$849.33
Non-Prescriber yearly per user fee	\$206.37
EPCS Token per user	\$75.00
EPCS Subscription per user	\$219.96
Yearly Maintenance fee per user	\$212.00
Personal Health Record yearly per user	\$59.75
M*Modal Speech Recognition yearly per user	\$43.16
CareConnect Direct Secure Messaging yearly per user	\$60.00

Yearly maintenance fee per user: Amount determined based on formula listed below:

Formula:  $[\text{Total Maintenance Amount} \div \text{Total Number of Users}]$

Should CONTRACTOR decide not to utilize Netsmart's Avatar for its Electronic Health Records management, CONTRACTOR will be responsible for negotiating to opt out the following contract period. The CONTRACTOR will be responsible for obtaining its own system for Electronic Health Records management. CONTRACTOR shall be responsible for administrative costs incurred by the County as a result of Contractor's disassociation with County's Electronic Health Record System. Administrative costs will be calculated based on the costs to add an additional staff position in the Mental Health Department as a result of the service provided under this Agreement and/or if user licenses are purchased so the contractor will have the minimal functionality to the EHR system for consumer setup and billing purposes. The administrative billing would be performed on a monthly basis by invoice to the CONTRACTOR.

**Exhibit B-2**  
**Interim Reimbursement Rate Schedule**  
**Fiscal Year 2020-2021**

County of Tulare County  
Mental Health Agreement

<b>Service Function</b>	<b>Mode of Service Code</b>	<b>Service Function Code</b>	<b>Time Basis</b>	<b>County Maximum Rates</b>
<b>OUTPATIENT SERVICES</b>	15			
Case Management (including ICC)		01-09	Staff Minute	\$2.08
Mental Health Services - Collateral		10-19	Staff Minute	\$2.83
Mental Health Services		30-57, 59	Staff Minute	\$2.83
Medication Support		60-69	Staff Minute	\$4.80
Crisis Intervention		70-79	Staff Minute	\$3.73
Therapeutic Behavioral Services		58	Staff Minute	\$2.83

## EXHIBIT C

### PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

#### B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that \_\_\_\_\_ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that \_\_\_\_\_ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Susan Gambini Date: 3-30-20

Contractor Name \_\_\_\_\_

Signature 