

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES
FOR BOARD OF SUPERVISORS SIGNATURE

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Health and Human Services Agency
Behavioral Health Division
2060 Campus Drive
Yreka, CA 96097
(530) 841-4100 Phone
(530) 841-4133 Fax

And

CONTRACTOR: His ideas, Inc. d/b/a Children First Foster Family Agency,
a Private, Non-Profit Corporation
590 Antelope Blvd
Red Bluff, California 96080
(530) 528-2938 Phone
(530) 528-8034 Fax

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on December 1, 2025, and shall terminate on June 30, 2028, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in **Exhibit "A"** attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work

shall be monitored by the Health and Human Services Agency Director (or his or her designee).

To the extent that **Exhibit A** contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in **Exhibit A**. Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.
- 4.02** Invoices: Contractor shall submit original detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.

- 5.02** Contract Management: Contractor shall report to the Health and Human Services Agency Director (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan, in an amount of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06** General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability with limits no less than Two Million Dollars (\$2,000,000) per occurrence and automobile policy or policies of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to

cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

5.08 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

5.09 IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.

- 5.10 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of Two Million and No/100 Dollars (\$2,000,000.00), or as determined in writing by County's Risk Management Department.
- 5.11 State and Federal Taxes:** As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
 - c. County will not withhold state or federal income tax from payment to Contractor.
 - d. County will not make disability insurance contributions on behalf of Contractor.
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12 Records:** All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.
- 5.13 Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14 Assignability of Contract:** It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its

specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor'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 Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a

general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

5.21 Health Insurance Portability and Accountability Act (HIPAA): Contractor agrees to the terms and conditions set forth in the "Business Associates Agreement" attached hereto as Exhibit "B" and those terms and conditions are hereby incorporated into the Contract by reference. Additionally, Contractor shall comply with, and assist SCHHSA in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), as follows.

A. Use or Disclosure of Protected Health Information: Contractor may use or disclose protected health information (PHI) to perform its obligations under the Contract, provided that such use or disclosure does not violate this Agreement, is not prohibited by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the provisions of Title 42, United States Code, Section 1320d et seq. and Title 45, Code of Federal Regulations (C.F.R.), Parts 142, 160, 162 and 164, or does not exceed the scope of how County could use or disclose the information.

Contractor shall not use, disclose or allow the disclosure of PHI except as permitted herein or as required or authorized by law. Contractor shall implement appropriate safeguards to prevent use or disclosure of PHI other than as provided herein. At the request of and in the time and manner designated by County, Contractor shall provide access to PHI in a designated record set as required by 45 C.F.R. Section 164.524. Contractor shall report to County any use or disclosure of PHI not provided for herein or HIPAA regulations.

If Contractor provides PHI to a third party, including officers, agents, employees, volunteers, contractors and subcontractors, pursuant to the terms of the Contract, Contractor shall ensure that the third party complies with all HIPAA regulations and the terms set forth herein.

B. Documentation and Accounting of Uses and Disclosures: Contractor shall document any disclosures of PHI in a manner that would allow County to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. Contractor shall provide County, in a time and manner designated by County, all information necessary to respond to a request for an accounting of disclosures of PHI.

C. Amendments to Designated Record Sets: In accordance with 45 C.F.R. Section 164.526, Contractor agrees to amend PHI in its possession as requested by an individual or as directed by County, in a time and manner designated by County.

D. Access to Records: Contractor shall make available to County or the Secretary of the United States Department of Health and Human Services (HHS), in the

time and manner designated by County or HHS, any records related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing County's compliance with HIPAA regulations.

- E. Termination of Agreement:** Upon County's knowledge of a material breach of these provisions or HIPAA regulations, County shall, at its option, either provide Contractor with an opportunity to cure the breach or immediately terminate this Contract. If Contractor is given an opportunity to cure the breach but fails to do so within the time specified by County, County may terminate the Contract without further notice.
- F. Destruction of PHI:** Upon termination of this Contract, Contractor shall return to County all PHI required to be retained and return or destroy all other PHI to comply with HIPAA regulations. This provision shall apply to PHI in the possession of Contractor's officers, agents, employees, volunteers, contractors and subcontractors who shall retain no copies of the PHI. If Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide County with notice specifying the conditions that make return or destruction not feasible. If County agrees that return of the PHI is not feasible, Contractor shall continue to extend the protections of this provision to the PHI for so long as Contractor or its officers, agents, employees, volunteers, contractors or subcontractors maintain such PHI.
- 5.22 Nondiscrimination:** Contractor agrees to the terms and conditions set forth in the "Nondiscrimination in State and Federally-Assisted Programs" addendum, attached hereto as Exhibit "C" and those terms and conditions are hereby incorporated into the Contract by reference.
- 5.23 Grievance Procedure:** If Contractor is required by ordinance, regulation, policy, the California Department of Social Services, County or other authority to have a procedure for filing and considering grievances, Contractor shall provide County with a copy of Contractor's grievance procedure prior to providing services under this Contract.
- 5.24 Child Abuse and Neglect Reporting:** Contractor shall comply with all state and federal laws pertaining to the reporting of child abuse and/or neglect. Contractor's officers, employees, agents and volunteers shall report all known or suspected instances of child abuse and/or neglect to the Child Protective Services agency or other agency as required by Penal Code Section 11164 et seq.
- 5.25 Confidentiality:** All information and records obtained in the course of providing services under this Agreement shall be confidential pursuant to Section 5328 of the Welfare and Institutions Code in accordance with applicable State and Federal law.
- 5.26 Patients' Rights:** Contractor shall give the patients notice of their rights pursuant to and in compliance with: California Welfare and Institutions Code Section 5325 and 5325.1; California Administrative Code, Title 9, Chapter 1, Subchapter 4,

Article 6. In addition, in all facilities providing the services described herein, the Contractor shall have prominently posted in the predominant languages of the community a list of the patient's rights.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

7.01 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

7.04 Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of

services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full

knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.

- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

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

COUNTY OF SISKIYOU:

Date: _____

, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: His Ideas, Inc. d/b/a
Children First Foster Family Agency, a
Private, Non-Profit Corporation

Date: 12/29/2025

Signed by:
Shannon Pierce
35077577004492
Shannon Pierce, Chief Executive Officer
and Executive Director

Date: _____
N/A

In Process

License No.: 30208
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On File

ACCOUNTING:

Fund	Organization	Account	Activity Code	FY25/26	FY26/27	FY27/28
2122	401030	723015		\$0.01 (Rate)	\$0.01 (Rate)	\$0.01 (Rate)
2129	401031	723000	163	\$0.01 (Rate)	\$0.01 (Rate)	\$0.01 (Rate)

Encumbrance number N/A
If not to exceed, include amount not to exceed: Rate.

Exhibit "A"

I. Scope of Services

RESPONSIBILITIES OF CONSULTANT

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

- A. There will be a grace period for one (1) year during the implementation phase to refine systems collaboratively, differentiate between minor or technical issues, and material compliance gaps. There will be mutual commitments to training, technical assistance, and timely access to systems of care, including the electronic health record.
- B. Comply with all applicable provisions of the State of California approved Siskiyou County Mental Health Plan ("MHP"), number 22-20136, and any subsequent updates.

For the purposes of this agreement, the MHP is the contract between the California Department of Health Care Services ("DHCS") and County to provide Specialty Mental Health Services ("SMHS") to Medi-Cal beneficiaries ("Clients"). The MHP is available online at:

https://www.siskiyoucounty.gov/sites/default/files/fileattachments/behavioral_health/page/1381/siskiyou_county_beneficiary_handbook_ods_2025_phc_up_date.pdf

III Process

If any ambiguity, inconsistency, or conflict exists between the language of this agreement and ADDENDUM 1, ADDENDUM 1 shall govern. If any ambiguity, inconsistency, or conflict exists between the language of this agreement and ADDENDUM 1, and the MHP, the MHP shall govern.

- C. Incorporate values and behaviors of Core Practice Model, Evidence Based Practice and Trauma Informed Care across all program areas.
- D. Make available a minimum of 2 individual assessment appointment slots per week, to be scheduled by County staff only. County's new Therapeutic Foster Care (TFC) referrals, and their associated intake appointment scheduling, will be conducted by TFC clinicians and given preference over rescheduling of "no show" appointments.
- E. Ensure timely access to services for each Client in accordance with current and future standards released by DHCS. Timely access data must be captured through a **Client Services Information (CSI) Collection**, to be completed into the identified County database for DHCS reporting purposes (SmartCare). The CSI Standalone Collection form will be completed at reassessment intervals. Mental Health and Substance Use Disorder Services Information (MHSUDS) Notice No. 19-020, issued by DHCS on March 22, 2019, outlines current timely access standards, including offering up to three dates to the Client for the initial

assessment appointment, within 10 business days of their date of first contact for services.

- F. Submit a CalAIM Assessment, a Diagnosis Document and/or Problem List and applicable Treatment Plan when required, that meets Medi-Cal regulation requirements, entered into the County identified Electronic Health Record (EHR), SmartCare, within 60 calendar days from the date the Client is opened to the Consultant. The CalAIM Assessment shall comply with current federal and state specialty mental health regulations and co-signed by the CSOC System Administrator or Designee.
- (1) Update Client's CalAIM Assessment at least once per year based on the date of Client's initial assessment and notify the County of completion.
 - (2) Update the Client's Diagnosis Document and/or Problem List on an ongoing basis to reflect the current presentation of the Client. Submit the updated Diagnosis Document and/or Problem List with supporting documentation whenever the mental health diagnosis (F code) is updated.
- G. Involve the Client, parents, guardians and/or caregivers who are authorized to participate in all assessment, treatment planning, ongoing therapy and decision-making regarding the Client's service and document in the Client's Electronic Health Record (EHR).
- H. 75% of services should be individual therapy with family, with Client present or not present as family work is necessary for effective treatment for Clients under age 18. Family therapy with Client present or not present should focus on:
- (1) Helping parent(s), guardian(s), and caregivers understand the process of mental health treatment and the nature of the Client's mental disorder.
 - (2) Parent/caregiver capacity to support/address Client's mental disorder including but not limited to:
 - a. Parent, guardian, or caregiver and Client relationship issues;
 - b. Structure and stability of the home environment; and
 - c. Parenting strategies for challenging behaviors.
- I. Consultant shall provide referrals and/or facilitate linkage to community services for needs such as housing, food, clothing and transportation, as appropriate.
- J. Implement required Specialty Mental Health Services including, but not limited to: Individual Therapy, Targeted Case Management (TCM), Intensive Case Coordination (ICC), Intensive Home-Based Services (IHBS), and Crisis Intervention.

- K. Utilize a Trauma Informed Evidence Based Model therapy as the primary treatment modality for Clients diagnosed with Post Traumatic Stress Disorder and Anxiety Disorder not otherwise specified when the Client's symptoms appear related to the Client experiencing a traumatic event.
- L. Consultant shall sustain accredited staff of choice in their Trauma Informed Evidence Based Model and maintain all documentation and data tracking that is required to ensure fidelity to the evidence-based practice.
- M. Provide no more than 15% of specialty mental health services, per Client, at school sites. If an exception is needed for specific school related diagnoses, confer with County for approval on an individual Client basis.
- N. Provide at least 40% of specialty mental health services, per Client, in their home. If an exception is needed, confer with County for approval on an individual Client basis.
- O. Ensure interagency and organizational collaboration, including participation in meetings that address the mental health needs of Clients.
- P. Attend, participate, and at times coordinate a Clinical Care Meeting, Youth Treatment Consultation Meeting, or a Child and Family Team (CFT) meeting. Consultant must come prepared to participate with the following information:
 - (1) Reason for calling the Clinical Care Meeting, Youth Treatment Consultation Meeting or CFT;
 - (2) Age of Client;
 - (3) Who Client lives with/caregiver;
 - (4) Date treatment began with the Consultant;
 - (5) Treatment goals and progress toward or lack thereof;
 - (6) School performance/IEP status; and
 - (7) Diagnosis and medication management.
- Q. Provide Consultant staffing composition which may include licensed, registered and waived clinicians, Students and other qualified staff.
- R. Create a written transition plan when Client is assigned to another Clinician at Consultant's site or to another agency for EPSDT services; and provide a copy to County upon request.
- S. Serve Presumptively Transferred Clients received into the County, as described in Assembly Bill 1299 (California Welfare and Institutions Code, Sections 14714 and 14717.1) and All County Letter 24-43/BHIN 24-025,

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issued jointly on June 28, 2024, by the California Departments of Social Services and Health Care Services.

T. CRISIS

- (1) In addition to the intake slots per week, Consultant shall give priority for services to Clients identified by County or Consultant as requiring immediate service (such as Clients discharging from an inpatient program, Clients identified as high risk/need, or foster youth).
- (2) Provide crisis support, including crisis assessment and intervention services to Clients during normal business hours and after hours at hospital, in office or in the home. Accompany Clients to the County's Health and Human Services Agency (HHSA) Behavioral Health and Social Services Outpatient Mental Health office or Emergency Rooms when Client is in crisis and is considered a danger to self or a danger to others.
- (3) Consultant shall utilize the Siskiyou County 24-hour crisis line to ensure after-hours support, including the Siskiyou County Mobile Crisis Response 988.
- (4) Consultant shall contact and coordinate with the Behavioral Health Program Coordinator of CSOC or Designee, staff working at acute psychiatric hospitals, the Juvenile Rehabilitative Facility, emergency rooms, and/or any other agency-involved staff within twenty-four hours when the Consultant is notified the Client has been hospitalized or temporarily removed from their usual residence.

U. QUALITY MANAGEMENT

- (1) Use only those forms that have been pre-approved by County Quality Management and Utilization Review.
- (2) Implement required services including:
 - a. Mental Health Services, including but not limited to:
 1. CalAIM Assessment;
 2. Plan development;
 3. Psychotherapy including,
 - a. Individual therapy;
 - b. Group therapy;
 - c. Family Therapy or Individual Therapy with Family;
 4. Rehabilitation services;

5. Case management;
 6. Crisis intervention services;
 7. Intensive home-based services (IHBS);
 8. Intensive care coordination (ICC); and
 9. Peer support services.
- (3) Obtain prior written authorization from County for IHBS. Services rendered by Consultant without prior authorization, unless otherwise specified from County shall not be reimbursed.
- (4) Inform County of completion of the CalAIM Assessment, immediately upon determination, that a Medi-Cal beneficiary is ineligible for services. County shall review the CalAIM Assessment and, if applicable, issue a Notice of Adverse Benefit Determination to Client in accordance with the guidelines set forth in the County's Mental Health Plan.
- (5) Complete all Performance Outcome requirements in accordance with and as determined by the State of California Department of Health Care Services, and County. For purposes of this agreement Performance Outcomes include, but are not limited to, measures to determine Client progress and Consultant's productivity.

- (6) Adhere to guidelines in accordance with policies and procedures issued by County and provided to Consultant, including but not limited to:

Complete all chart documentation as defined by the policy and procedure information located at the County Provider website. The Provider website is updated and maintained by County and is available at:

<https://www.siskiyoucounty.gov/behavioralhealth/page/resources>

- a. Conduct a minimum of three internal chart audits each month using a review tool approved by County Quality Management and shall submit documentation of said audits to County by the 15th day of the following month. Consultant shall participate in additional internal County Utilization Review activities as directed by County;
- b. Comply with audit requests by County;
- c. Complete and submit to County by July 15th for the preceding fiscal year, a written Quality Management Annual Work Plan (QM Plan) including Annual Work Plan Goals and Annual Work Plan Goal report analyzing progress made on prior year's QM Plan as required by the State of California Department of Health Care Services and as set forth in the County's Mental Health Plan;

- d. Per Title 42 of the Code of Federal Regulations, parts 441.50 through 441.62, implementing sections 1902(a)(43) and 1905(a)(4)(B) of the Social Security Act provide EPSDT notification to all Medi-Cal beneficiaries in clear language through written materials such as evidence of coverage documents, beneficiary handbooks and related material, and in person or over-the-phone dialogue and scripts of the following:
 1. The value of preventive services and screenings.
 2. The services available under EPSDT.
 3. Where and how to obtain EPSDT services.
 4. That EPSDT services are free to eligible individuals under age 21.
 5. That transportation and scheduling assistance are available upon request.
- e. Determine who can legally give consent for Client treatment and obtain consent from that person as required by law; and
- f. Verbally notify Behavioral Health and Social Services Branch Director within four (4) hours regarding instances of significant harm to any Client.

V. DISCHARGE PLANNING

- (1) Prior to discharge Consultant shall coordinate a Youth Treatment Consultation Meeting with County that will support access to mental health services and continuity of care post discharge with County.
- (2) Per DHCS BHIN 22-065 issued on December 22, 2022, utilize the Transition of Care Tool for Medi-Cal Mental Health Services to ensure Clients shall receive timely and coordinated care when transitioning to the Managed Care Plan (MCP) which provides mental health services to those with mild to moderate levels of impairment.
- (3) If Client is taking psychotropic medication, Consultant will work collaboratively to assure Client will be discharged with a 30-day supply of medication or prescription(s) for a 30-day supply of current medications and shall coordinate discharge services with County Child Welfare Staff, Mental Health Staff, Education Liaison, Probation and medication support service providers who are involved in Client's service plan.
- (4) Consultant will complete a CSI Standalone Collection form, California CANS, and PSC 35, at time of discharge.
- (5) Utilize a Diagnosis Document and Service Note when a Client's diagnosis has been updated and a Service Note and discharge CANS, PSC, and CSI when the Client is discharged.

V. FOSTER YOUTH

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

W. CHILD AND ADOLESCENT NEEDS AND STRENGTHS (CANS)

- (1) Utilize the California CANS (also known as the Integrated Practice or IP CANS) and Pediatric Symptoms Checklist (PSC 35) to build treatment planning during assessment, and ongoing to monitor Client progress. At

a minimum, Consultant shall complete a CANS and PSC 35 during the initial assessment, every 6 months thereafter, and at discharge.

- (2) Routinely review individual Client and Consultant outcomes for quality improvement efforts in service delivery.
- (3) Consultant shall submit CANS and PSC 35 data into the identified County database for DHCS reporting purposes (SmartCare Electronic Health Record).
- (4) Ensure staff are trained and certified annually in use of the CANS tool.

X. TRAUMA SCREENING

- (1) Consultant will utilize a trauma screening tool to determine Client trauma experiences, and may include symptoms or behaviors of trauma. At least one screening tool must be used when appropriate.¹²
 - a. Consultant may utilize the Pediatric ACEs and Related Life-Events Screener (PEARLS) to screen children and adolescents ages 1-19 for ACEs.³
 1. PEARLS child tool, for ages 0-11, to be completed by a parent/caregiver;
 2. PEARLS adolescent, for ages 12-19, to be completed by a parent/caregiver; and
 3. PEARLS for adolescent self-report tool, for ages 12-19, to be completed by the adolescent.
 - b. Consultant may utilize the Child and Adolescent Trauma Screen 2 (CATS-2) Self Report (7-17 Years).⁴

Y. TELEHEALTH

- (1) Consultant may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy and security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements

¹ Refer to All Plan Letter – APL 23-017 Directed Payments for Adverse Childhood Experiences Screening Services.

² Follow instructions on the most current Behavioral Health Information Notice - BHIN 25-XXX Criteria for Member Access to SMHS Enclosure 1 (Youth Trauma Screening Tools for Specialty Mental Health Services (SMHS) Access Criteria). Will follow the most current information from the finalized document.

³ The PEARLS tools are available at the following link: <https://www.acesaware.org/learn-about-screening/>

⁴ The CATS is available at the following link: <https://oklahomatfcbt.org/wp-content/uploads/2023/04/CATS-2-Selfreport-English-DSM-scoring-only.pdf>

included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

<https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.

- (2) All telehealth equipment and service locations must ensure that client confidentiality is maintained.
- (3) Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- (4) Medical records for clients served by Consultant under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in DHCS BHIN 22-019, issued on April 22, 2022.
- (5) County may at any time audit Consultant's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

Y. DIAGNOSIS DOCUMENT AND/OR PROBLEM LIST

- (1) Consultant will create and maintain a Diagnosis Document and/or Problem List for each client served under this Agreement.
- (2) Consultant must document a Problem List that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.
- (3) A diagnosis and/or problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the Problem List.
- (4) The Diagnosis Document and/or Problem List shall include, but is not limited to, all elements specified in BHIN 22-019.
- (5) County does not require the Diagnosis Document and/or Problem List to be updated within a specific timeframe or have a requirement about how frequently the Problem List should be updated after a problem has initially been added. However, Consultant shall update the Diagnosis Document and/or Problem List within a reasonable time such that the Diagnosis Document and/or Problem List reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

Z. THERAPEUTIC FOSTER CARE (TFC)

- (1) Recruit, approve (unless already approved by County), and annually re-approve foster care parents following both RFA process and Medi-Cal SMHS requirements as TFC Parents who have the ability to meet the diverse therapeutic needs of Client(s).
 - a. TFC Parents must be, at minimum, 21 years of age.
 - b. The TFC Parent must meet California's Medicaid rehabilitation provider qualification for "other qualified provider" (i.e., has a high school degree or equivalent degree) and meet provider qualifications and other requirements regarding certification oversight, and any other requirements as established by the Shasta County Mental Health Plan (MHP).
 - c. The process for a resource parent to become a TFC Parent will be determined by the TFC Program Agency in accordance with its contract with County.
- (2) Provide at minimum a 40-hour training for each TFC Parent prior to providing SMHS services activities through the TFC Service Model.
 - a. Pre-service TFC training must cover the required 18 topics, referenced in Section 3 below., organized under the following eight broad categories with reflection of how the training topics relate to each other. The eight categories are:
 1. Introduction to TFC and the Service System;
 2. Understanding Child and Adolescent Development and Appropriate Interventions;
 3. Working with Children/Youth Using a Trauma-Informed Approach;
 4. Preventing and Managing a Crisis;
 5. Communication with Children/Youth and Families;
 6. Cultural Competency;
 7. Client Sensitivity; and
 8. Parent Self-Care
- (3) Provide an outline and agenda of the 40-hour training to the Quality Assurance Manager or Designee to be approved by County. Training shall include the following 18 topics at a minimum:

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- a. Introduction to Therapeutic Foster Care Services and TFC Parent role in mental health treatment planning;
 - b. Working with children who have been abused, neglected and/or delinquent;
 - c. Trauma informed care;
 - d. Developmental stages and age appropriate interventions;
 - e. Prevention of aggressive behavior and de-escalation techniques;
 - f. Positive behavioral reinforcement techniques;
 - g. Behavior management techniques;
 - h. Introduction to individualized mental health treatment of children;
 - i. Effective communication and relationship building techniques;
 - j. Understanding and monitoring medications;
 - k. Crisis management and de-escalation techniques;
 - l. Cultural competence and culturally responsive services;
 - m. Client sensitivity training, including stories and content developed and delivered by peer roles such as resource parents, former foster youth, bio parents;
 - n. Training around stress and well-being/self-care;
 - o. Involvement and role in Child and Family Team (CFT);
 - p. Progress note training/medical necessity criteria;
 - q. Health Insurance Portability and Accountability Act (HIPAA);
 - r. Access to other medically necessary Specialty Mental Health Services (SMHS);
- (4) Provide a minimum of 24 hours of annual ongoing training related to providing TFC Services that includes an emphasis on skill development and application and SMHS knowledge acquisition. This training can be provided in a variety of formats including videos, readings, internet training, and webinars.
 - (5) Provide the management oversight of TFC Parents.
 - (6) Provide a Waivered or Registered Mental Health Professional (WRMHP) to supervise all approved TFC Parents. The WRMHP will

provide direction to the TFC Parent and will ensure that the TFC Parent is following the Client plan. The WRMHP that is able to direct services will be acting as the team leader, providing direct and ongoing supervision of service delivery, or review and approval of the individual Client plans. The WRMHP responsible for directing services assumes ultimate responsibility of the TFC Services provided by the TFC Parent(s).

- (7) Provide ongoing supervision and intensive support to TFC Parents; Face-to-face supervision in the home a minimum of 1 hour per week to review the treatment plan, review and co-sign progress note, ensuring that each progress note meets Medi-Cal SMHS and contractual requirements and supervise the provision of the following TFC Service Model SMHS service activities:
- a. Rehabilitation;
 - b. Planned development (as part of the CFT);
 - c. Collateral;
 - d. Monitoring the Client's progress in meeting plan goals related to the provision of EPSDT services provided under the TFC Service Model;
 - e. Maintaining of documentation (progress notes) related to TFC Parents and Client which is included in the Client's plan;
 - f. Provide Medi-Cal-related reports, as required, to the County Mental Health Plan or designee;
 - g. Providing peer role supports to TFC Parent(s) and Client (both resource parent peer roles and former foster youth peer roles); and
 - h. As it relates to the care of the individual Client, the TFC Program Agency is responsible for the following:
 1. Collaborating and coordinating between and among the Behavioral Health and Social Services CFT and natural supports at the CFT meetings with the TFC Services in the development and implementation of the plan;
 2. Assessing the Client's progress in meeting plan goals related to provision of TFC services and communicating progress through the CFT;
 3. Ongoing communication and collaboration with the assigned County Social Worker, Probation Officer and/or Clinician;
 4. Incorporation of evidence informed practices in the training of TFC Parents and the treatment of the Client(s).

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

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

- a. The TFC Parent(s) shall serve as one of the Primary Change Agents for the Trauma-Informed, rehabilitative treatment of the Client as set forth in the Client plan. A Client who is receiving certain Medi-Cal SMHS service components under a TFC Service Model through the TFC Parent will continue to be eligible for and should receive other Specialty Mental Health Services including Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) in and out of the home as set forth in their Client plan.
- b. TFC Parents shall provide a range of activities and services which include: the implementation of in-home evidence informed practices consisting of trauma informed rehabilitative treatment strategies set forth in the Client's plan. Services to be provided include but are not limited to:

In

- 1. Providing skills-based interventions including coaching and modeling, developing functional skills to improve self-care, and improving self-management in areas of anger management or self-esteem or peer relations;

Implementing the risk management/safety components of the Client's plan;

- 2. Participating as a member of the CFT in care planning, monitoring, and review processes;
- 3. Observing, monitoring, and alerting TFC Program Agency and members of the CFT about changes in the Client's needs;
- 4. Assisting or linking the Client in accessing needed medical, vocational, or other services needed to meet plan goals;
- 5. Providing face-to-face TFC Service Model at the TFC home or anywhere in the community.

(9) Service Authorization

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

(10) Medi-Cal Documentation Requirements

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

(11) Service Limitations /Lockouts

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

- (12) Submit an annual program evaluation via encrypted email to the Quality Assurance Manager or Designee that incorporates input from the child and family team members, TFC Program Agency evaluation, as well as a self-evaluation by the TFC Parent. The evaluation should be strength-based and solution-focused. It should address:
- a. The TFC Parent's role and performance as a therapeutic change agent;
 - b. Treatment strategies;
 - c. Case records, progress notes and other pertinent documentation;
 - d. Active participation on the Child and Family Team (CFT) to identify supports for the Client and family, including linking with a TFC Parent who can best meet the Client's individual needs; and
 - e. Integrating the TFC Parent and appropriate staff into the existing CFT.

AA. Consultant shall submit by the 15th of each month following the month of services rendered a completed **Monthly Progress Report** using the forms herein incorporated and attached as **Exhibit E**, along with completed Client satisfaction surveys, via encrypted email to the System Administrator of the Children's System of Care.

BB. As required by California Government Code, Section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

CC. The first year of the contract, in the implementation phase, will be an opportunity for shared learning and both parties are exempt from penalties.

DD. In the event Consultant does not achieve one or more of the expected outcomes identified in this Section of this Agreement, County will

collaborate with the Consultant to consider both parties' contributions to the outcomes to determine if a CAP must be submitted. If determined to need a CAP, County shall within two weeks after the identified underachieved outcome develop a CAP and submit it via email to Quality Assurance Manager or Designee. The CAP shall remain in place for a minimum of one year or until Agreement expires, and Consultant shall provide quarterly CAP updates to County throughout. Consultant's failure to substantially comply with the terms of this clause and/or any duties described in the CAP shall result in a 10 percent reduction of the total compensation under this agreement. County's election to impose the terms and conditions contained within this clause shall be in addition to and in no way limits County's available remedies resulting from Consultant's breach of the terms and conditions of this agreement.

RESPONSIBILITIES OF COUNTY

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

- A. Compensate Consultant as prescribed in sections 4 and 5 of this agreement.
- B. Monitor and evaluate the performance of Consultant throughout the term of this agreement to assure compliance with the terms and conditions of this agreement.
- C. Conduct meetings a minimum of biannually, maximum of once per month, to coordinate mental health treatment, program planning, contract compliance, and to provide consultation to Consultant regarding service delivery. The date, time and location of each meeting will be set by County.
- D. Conduct visits for Medi-Cal site certification and program review at site(s) where Consultant provides services in accordance with the Mental Health Plan and Title 9 of the California Code of Regulations, Section 1810.435. Dates and times of site visits shall be determined by County based upon Medi-Cal Certification and Recertification requirements.
- E. Review Consultant's participation in and compliance with Mental Health Plan problem resolution process and California Code of Regulations, Title 9, Division 1, Chapter 11, Subchapter 5 "Problem Resolution Processes" for Client complaints or grievances.
- F. Conduct utilization review meetings with Consultant staff for the purpose of reviewing documentation in the records of Clients receiving services. The date, time, and location of each utilization review meeting shall be set by County.
- G. Notify Consultant when Clients are admitted to a psychiatric hospital by County.

- H. Refer Clients that are Full-Scope Medi-Cal eligible beneficiaries and assess non Medi-Cal eligible youth to determine eligibility for services prior to referral for Consultant's services as provided in Section 2.
- I. Allow Consultant access to County Electronic Health Record system to provide required documentation of treatment provided to County clients.

II. Compensation

- A. Consultant shall be paid for the services described in this agreement and compensated as prescribed in **Exhibit D, Rates**, attached and incorporated herein. The total compensation payable to Consultant under this agreement shall not exceed one million two hundred thousand dollars and no cents (\$1,200,000.00) over the term of this agreement.
- B. Total compensation payable to Consultant per County fiscal year (FY) shall not exceed \$300,000 per fiscal year for specialty mental health services and \$100,000 per fiscal year for TFC Program Agency Services.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, including but not limited to withholding of compensation, or termination of agreement.
- D. Contractor shall bill County for services, on a mutual agreed upon schedule. Tele-Therapy and Tele-Psychiatry services will be billed at the rates established in Exhibit (X.X). The contractor will submit an original detailed, itemized invoice, monthly specifying dates and hours when services were rendered.

Exhibit "B"

BUSINESS ASSOCIATES AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 (HIPAA)

Siskiyou County Health and Human Services Agency, Behavioral Health Division ("County") is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor, in order to provide such functions, activities or services, to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate

Agreement, "Covered Entity" shall mean Siskiyou County Health and Human Services Agency, Behavioral Health Division.

- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(530) 841-4805** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach

and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Health and Human Services Agency Compliance Officer at: Dee Barton, Compliance Officer, Siskiyou County Health and Human Services Agency, 2060 Campus Drive, Yreka, CA 96097, dbarton1@co.siskiyou.ca.us, Phone: (530) 841-4805, Fax: (530) 841-4133**, that includes, to the extent possible:

In Process

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a

readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material

term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this

Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

Exhibit "C"

ASSURANCE OF COMPLIANCE WITH THE SISKIYOU COUNTY HEALTH AND
HUMAN SERVICES AGENCY – BEHAVIORAL HEALTH DIVISION
NONDISCRIMINATION IN STATE AND FEDERALLY – ASSISTED PROGRAMS

CONTRACTOR HEREBY AGREES THAT it will comply with the nondiscrimination provisions of this contract as further described below and referenced in the California Department of Health Care Services Specialty Mental Health Services Agreement , Section 3 -

1) Consistent with the requirements of applicable federal law such as 42 C.F.R. §§ 438.6(d)(3) and (4) or state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. The Contractor will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. § 438.6(d)(3).

2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

Contractor agrees this assurance is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it received federal or state assistance.

Exhibit D

Rates

Mode of Service/Service Function	Procedure Code	Provider Type	Type of Service	Service Description	Max Allowed Rate Per Unit	Effective Start Date	Effective End Date
MS 15 SF 30	H0031	LCSWMFT/LPCC	Assessment	Mental Health Assessment, Non-Physician, 15 min	\$45.45	7/1/2025	6/30/2028
MS 15 SF 30	90832	LCSWMFT/LPCC	Therapy	Psychotherapy, 30 minutes with patient	\$81.81	7/1/2025	6/30/2028
MS 15 SF 30	90834	LCSWMFT/LPCC	Therapy	Psychotherapy, 45 minutes with patient	\$136.65	7/1/2025	6/30/2028
MS 15 SF 30	90837	LCSWMFT/LPCC	Therapy	Psychotherapy, 60 minutes with patient	\$181.80	7/1/2025	6/30/2028
MS 15 SF 30	90853	LCSWMFT/LPCC	Therapy	Group psychotherapy, 15 minutes	\$10.10	7/1/2025	6/30/2028
MS 15 SF 70-79	H2011	LCSWMFT/LPCC	Crisis	Crisis intervention service, 15 minutes	\$68.25	7/1/2025	6/30/2028
MS 15 SF 30	H2017	LCSWMFT/LPCC	Rehabilitation	Psychosocial rehabilitation, 15 minutes	\$45.45	7/1/2025	6/30/2028
MS 15 SF 01-09	T1017	LCSWMFT/LPCC	Referral & Linkage	Targeted case management, 15 minutes	\$45.45	7/1/2025	6/30/2028
MS 15 SF 70-79	H2011	Other Qualified Practitioner/MHRS	Crisis	Crisis intervention service, 15 minutes	\$34.20	7/1/2025	6/30/2028
MS 15 SF 30	H2017	Other Qualified Practitioner/MHRS	Rehabilitation	Psychosocial rehabilitation, 15 minutes	\$34.20	7/1/2025	6/30/2028
MS 15 SF 01-09	T1017	Other Qualified Practitioner/MHRS	Referral & Linkage	Targeted case management, 15 minutes	\$34.20	7/1/2025	6/30/2028
MS 15 SF 20	H0025	Peer Support Specialists	Peer Support	Behavior health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior) [Peer Support group session], 15 minutes	\$8.10	7/1/2025	6/30/2028
MS 15 SF 20	H0038	Peer Support Specialists	Peer Support	Self-help/peer services (individual) 15 minutes	\$36.45	7/1/2025	6/30/2028

Exhibit E

Monthly Progress Report - Statistics

Children First Foster Family Agency	20__ Statistical Report											
	July	August	September	October	November	December	January	February	March	April	May	June
Children Youth in program at beginning of month	# Served											
	Target # to Serve											
Children Youth added to program during month	% Served											
	# Served											
Children Youth discharged from program during month	Target # to Serve											
	% Served											
Child Focused Team (CFT) Meetings	# Discharged											
	Target # to Discharge											
Youth Clinical Care (YCC) Meetings	% Discharged											
	# Invited to											
Youth Treatment Consultation (YTC) Meeting	# Attended											
	Target # to Discharge											
Number of children/youth who received crisis services. Target = < 5%. Take # of children receiving crisis services and divide by number served to get %	# Invited to											
	# Attended											
Number of children/youth arrested/detained. Target = < 5%. Take # of children arrested/detained and divide by number served to get %	# Admitted											
	Average %											
Number of children/youth moved to group home. Target = < 5%. Take # of children moved to group home and divide by number served to get %	# Receiving											
	Average %											
Number of discharged who had CAWS improved from initial score of (2-3) to (0-1). Target = 70%. Number of those improved divided by number discharged.	# arrested/detained											
	Average %											
a. Life Domain Functioning	# Moved											
	Average %											
b. Mental Health Behavioral Emotional Needs	# Discharged											
	Average %											
c. Risk Behaviors	Average %											
	Average %											
d. Educational Needs	Average %											
	Average %											
Number improved divided by number discharged												
Number of clients the transition tool was used to step down to lower level of care.												
	# of clients											

Exhibit E

Monthly Progress Report - Monthly Demographics

Children First Foster Family Agency		_____, 20__ Monthly Demographic Report											
		Assessment	Plan Development	Psychotherapy, incl. Individual	Group Therapy	Family Therapy with Client	Family Therapy	Rehabilitation	ICC	Targeted Case Management (TCM)	Crisis Intervention	TBS	Medication Support
Age of Client	0-5 years												
	6-12 years												
	13-18 years												
	18-21 years												
Gender of Client	Male												
	Female												
	Other												
Geographic Area	Dunsmuir												
	East Siskiyou (Tulelake/Dorris)												
	West Siskiyou (Happy Camp/Seiad)												
	Hornbrook												
	McCloud												
	Mt. Shasta												
	Scott Valley												
	Weed												
	West Siskiyou (Happy Camp/Seiad)												
	Yreka												
Race/Ethnicity	Out of County												
	Presumptive Transfer												
	Native American or Alaskan Native												
	African American												
	Hispanic or Latino												
	Native Hawaiian/Pacific Islander												
	Multi-racial												
	Asian												
	African Nationals/Caribbean Islander												
	Middle Eastern												
White (Non-Hispanic European American)													
Other													

Exhibit E

Monthly Progress Report - Narrative

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

Exhibit F

CALIFORNIA CHILD WELFARE CORE PRACTICE MODEL PRACTICE BEHAVIORS



I. FOUNDATIONAL BEHAVIORS

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

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

2. ***Be accountable.***

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

II. ENGAGEMENT BEHAVIORS

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

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

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

- a. Express the belief that all families have the capacity to safely care for children and youth.
- b. Use positive motivation, encouragement, and recognition of strengths to connect with youth and express the belief that they have the capacity to become successful adults.
- c. Reach out to children and families in ways that are welcoming, appropriate, and comfortable for them, and make a special effort to engage fathers and paternal relatives to build connections and engage them as family members and team members.
- d. Affirm the unique strengths, needs, life experience and self-identified goals of each child, youth, young adult, and family.
- e. Show your interest in learning about the family and their culture, community, and tribes.
- f. Ask global questions followed by more descriptive questions that encourage exchange.
- g. Honor the role of important cultural, community, and tribal leaders the child, youth, young adult, and family have identified.

5. Identify and engage family members and others who are important to the child, youth, young adult, and family.

- a. Ask questions about relationships and significant others early and often.
- b. Search for all family members, including fathers, mothers, and paternal and maternal relatives through inquiry, early and ongoing Internet search, and review of records.
- c. Work quickly to establish paternity and facilitate the child or youth's connection with paternal relationships.
- d. Contact family, cultural, community, and tribal connections as placement options, team members, and sources of support.

6. Support and facilitate the family's capacity to advocate for themselves.

- a. Coordinate with the family's formal and informal advocates to help the family find solutions and provide on-going support.
- b. Promote self-advocacy by providing opportunities for children, youth, young adults, and families to actively share perspectives and goals.
- c. Incorporate the family's strengths, resources, cultural perspectives, and solutions in all casework.

III. ASSESSMENT BEHAVIORS

7. From the beginning and throughout all work with the child, youth, young adult, family, and their team, engage in initial and on-going safety and risk assessment and permanency planning:

- a. Explain the assessment process to the child, youth, young adult, and family so they know what to expect, and check in early and often to be sure they understand.

- b. Explore the child, youth, young adult, and family’s expressed and underlying needs by engaging them in communicating their experiences and identifying their strengths, needs, and safety concerns.
- c. Talk to children, youth, and young adults about their worries, wishes, where they feel safe, where they want to live, and their ideas about permanency, and incorporate their perspective.
- d. Use tools and approaches that amplify the voices of children and youth.
- e. Ask the family what is working well and what they see as the solution to the circumstances that brought them to the attention of the child welfare agency.
- f. Apply information to the assessment process using the family’s cultural lens.

IV. TEAMING BEHAVIORS

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

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

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

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

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

- a. Facilitate dialogue about how supports and visitation plans are working.

- b. Explore with team members what roles they can play over time to strengthen child safety and support the family.
- c. Help the team adapt to changing team member roles.

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

V. SERVICE PLANNING AND DELIVERY BEHAVIORS

12. Work with the family and their team to build a plan that will focus on changing behaviors that led to the circumstances that brought the family to the attention of the child welfare agency and assist the child, youth, young adult, and family with safety, trauma, healing, and permanency.

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

VI. TRANSITION BEHAVIORS

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

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

In Process