

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND TEHAMA COUNTY COMMUNITY ACTION AGENCY

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency (“HHSA”), a political subdivision of the State of California (“County”) and Tehama County Community Action Agency, a political Subdivision of the State of California (“Contractor”) (collectively, the “Parties” and individually a “Party”) for the purpose of providing youth wraparound services.

Throughout this agreement, the terms “child” and “youth”, whether in singular or plural form, shall be defined as “eligible child”. (California Welfare and Institutions Code section 18251(c).)

Section 1. RESPONSIBILITIES OF CONTRACTOR

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

- A. Provide community-based wraparound intervention services to County referred child or youth that emphasize the strengths of the child or youth and family (per California Senate Bill No. 163) as outlined in **Wraparound Services, EXHIBIT A**, attached and incorporated herein.
- B. Convene a meeting of the child or youth’s treatment team and other service providers to assist in developing the wraparound service plan within 30 days of referral of a child or youth.
- C. Confer with County case worker(s) assigned to the child or youth and family for names and contact information of providers, if any, already involved with the family.
- D. Develop and maintain a wraparound service plan for each child or youth referred by County which shall be approved and monitored by County case worker(s). The wraparound service plan will be reviewed and updated at least every six months and shall contain the following:
 - 1. Objectives that are measurable, realistic, and achievable;
 - 2. A plan specifying services to be received, including level of weekly services and projected services;
 - 3. Time frames for achievement of child or youth and family goals;
 - 4. Responsibilities of the treatment providers, the child or youth, and family for assigned tasks; and
 - 5. A plan for coordinating the services with other agencies and the existing County case plan.
- E. Provide a copy of the monthly notes via encrypted email to the assigned County case worker including information on treatment activity and progress toward goals as identified in the County case plan.
- F. Provide a **Monthly Wraparound Report, EXHIBIT B**, attached and incorporated herein, wraparound case notes and tools used to measure the functioning of children and youth, including but not limited to the CANS and PSC - 35, in a format

approved by County, by the 15th of every month via encrypted email to CSContracts@shastacounty.gov that reviews progress of children, youth and families admitted to the program, discharge plans, and program delivery areas.

- G. Provide monthly by the 15th the following Healthcare Effectiveness Data and Information Set (HEDIS) on County clients via encrypted email to CSContracts@shastacounty.gov:
1. Follow-Up Care for Children Prescribed Attention-Deficit/Hyperactivity Disorder (ADHD) Medication (ADD-CH).
 2. Follow-Up After Hospitalization for Mental Illness: Ages 6 to 17 (FUH-CH).
 3. Metabolic Monitoring for Children and Adolescents on Antipsychotics (APM-CH).
 4. Use of First-Line Psychosocial Care for Children and Adolescents on Antipsychotics (APP-CH).
 5. Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence: Ages 13 to 17 (FUA-CH).
 6. Follow-Up After Emergency Department Visit for Mental Illness: Ages 6 to 17 (FUM-CH).
- H. Conduct Child and Family Team (CFT) meetings on average every 30 days, to include children/youth, family members, County case worker, and other adult connections to child or youth. Provide CFT notes via encrypted email to CSContracts@shastacounty.gov.
- I. Contractor shall promulgate and implement written procedures (Grievance Procedures) whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Contractor shall provide a copy of Contractor's Grievance Procedures to County for review and approval prior to providing services pursuant to this agreement. Contractor shall report all client grievances, and the nature thereof, in writing to the County's Director of Mental Health (Branch Director), within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Contractor shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Branch Director how the grievance was resolved or concluded.
- J. As required by Government Code section 7550, each document or report prepared by Contractor 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. Contractor 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, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

- K. Ensure and provide written verification thereof to County, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and, when applicable, a California Department of Motor Vehicles record check.
- L. Take reasonable steps to prevent the illegal use of agreement funds. Contractor agrees to notify County of any suspected illegal use of agreement funds. Contractor shall meet with County or its delegate for consultation when there is suspected illegal use of funds.

Section 2. RESPONSIBILITIES OF COUNTY

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

- A. Compensate Contractor as prescribed in Sections 3 and 4 of this agreement and monitor the outcomes achieved by Contractor.
- B. Attend CFT meetings either in person, virtually, or via phone.
- C. Monitor Contractor's performance to ensure compliance with the terms, conditions and specifications of the agreement.

Section 3. COMPENSATION

- A. Contractor shall be paid \$3,610.00 per referred youth, per month, prorated based on the date of youth referral for the services described in this agreement.
- B. In no event shall the maximum amount payable under this agreement exceed \$86,640.00.
- C. Contractor shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- D. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- E. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.

Section 4. BILLING AND PAYMENT

- A. Contractor shall submit to HHSA Administration Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, or via e-mail to hhsafiscal@shastacounty.gov, monthly by the 15th of each month, for the prior month's services, an itemized statement or invoice of services rendered County pursuant to this agreement. Invoice shall contain at a minimum: client/youth name, type of service provided, and dates of service provided. County shall make payment within 30 days of receipt of Contractor's correct and approved statement or invoice.

For the final month or portion thereof that this agreement is in effect, Contractor shall submit a final statement of services rendered for the final month or portion thereof that this agreement was in effect, by the 15th of the following month, and County shall make payment of the final correct and approved statement by the 30th of that following month. For purposes of effectuating payment of compensation this provision shall survive the termination or expiration of this agreement.

- B. Compensation under this agreement shall be reduced by applicable Contractor revenues. The term “applicable Contractor revenues” refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor’s compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Contractor relate to allowable costs, they shall be credited to County either as a reduction in compensation, a cost reduction, or a cash refund, as appropriate.
- C. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT

- A. The term of this agreement shall be for 3 years and will commence on the last date it has been signed by both Parties.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County’s Board of Supervisors appropriates funds for this agreement in County’s budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT

- A. If Contractor materially fails to perform Contractor’s responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor’s responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

- B. County may terminate this agreement without cause on 30 days' written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- E. County's right to terminate this agreement may be exercised by the County's Executive Officer or their designee, or by County's HHSA Director or their designee.
- F. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement in a format acceptable to County.
- G. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and County Executive Officer or their designee, or County's HHSA Director or their designee, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONTRACTOR

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor's "independent contractor" status that would establish a liability on County for failure

to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. This indemnification provision is independent of, and shall not in any way be limited by, Contractor's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Contractor's evidence of insurance coverage required by this agreement does not in any way relieve Contractor from its obligations under this Section.

Section 11. INSURANCE REQUIREMENTS

Without limiting the indemnification of either Party to this agreement, each Party shall maintain or cause to be maintained the following insurance coverage: (1) a policy of Commercial General Liability with limits of liability of not less than \$2 million per occurrence; (2) a policy of Workers' Compensation providing statutory coverage; and (3) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the agreement. Insurance afforded by the commercial general liability policy shall be endorsed to provide coverage to the other Party of the agreement as an additional insured. Each Party to this agreement shall provide the other Party a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirements of this Section may be satisfied by the provision of similar coverage through a self-insurance program.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).

- C. Contractor shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- D. Contractor shall not use any funds under this agreement to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual's right or that of any organization to petition Congress or any other level, of government through the use of other resources (see 45 CFR Part 93).
- E. Contractor certifies that they, their principals, affiliates or subcontractors that receive any federal funds in connection with this agreement are and will continue to be in good standing with the federal government (Executive Order 12549, Title 2 e-CFR 200.212 and Title 45 e-CFR 75.212) and are not:
 - 1. Debarred or suspended from federal financial assistance programs and activities;
 - 2. Proposed for debarment;
 - 3. Declared ineligible; or
 - 4. Voluntarily excluded from participation in covered transactions by any federal department or agency.
- F. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported as mandated by section 11166 of the Penal Code. In addition, Contractor shall:
 - 1. Require each of Contractor's employees, volunteers, Contractors, subcontractors, and agents performing services under this agreement mandated by section 11166 of the Penal Code to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - 2. Establish procedures to ensure reporting of child abuse or neglect even when Contractor's employees, volunteers, Contractors, subcontractors, or agents who are not mandated to report child abuse or neglect under section 11166 of the Penal Code, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
- G. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- H. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor's noncompliance with the provisions of this Section.

Section 14. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED

PROGRAMS

- A. Contractor hereby agrees to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98263; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and hereby gives assurance to immediately take any measures necessary to effectuate this Assurance of Compliance.
- B. This Assurance of Compliance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.
- C. By giving this Assurance of Compliance, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.
- D. This Assurance of Compliance is binding on Contractor as long as Contractor is receiving federal or state funding pursuant to the agreement in which this Assurance of Compliance is included.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Contractor shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

Section 16. 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 agreement. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 17. LICENSES AND PERMITS

Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 18. PERFORMANCE STANDARDS

Contractor shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Contractor's work or services.

Section 19. CONFLICTS OF INTEREST

Contractor and Contractor's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 20. NOTICES

- A. Except as provided in Sections 6.C. and 6.D. of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Director of Mental Health
Behavioral Health and Social Services Branch
Attn: Contracts Unit
1313 Yuba Street
Redding, CA 96001
Phone: 530-225-5757
Fax: 530-225-5190

If to Contractor: Tehama County Community Action Agency
Attn: Honey Touvell, Program Manager
310 Main Street
Red Bluff, CA 96080
Phone: 530-528-4046
Email: HTouvell@tcdss.org
Fax: 530-519-9675

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or their designee.

Section 21. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 23. PROPERTY TAXES

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

Section 24. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 25. COUNTY'S RIGHT OF SETOFF

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Contractor or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Contractor or its subsidiaries.

Section 26. CONFIDENTIALITY

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. CONFIDENTIALITY OF CLIENT INFORMATION

All information and records obtained in the course of providing services under this agreement shall be confidential, and Contractor and all of Contractor's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of client information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Division 19 of the California Department of Social Services Manual of Policies and Procedures; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009;

California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to client's rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 28. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (CUETA) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below. By their signatures 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 SHASTA

Date: _____

KEVIN W. CRYE, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
JOSEPH LARMOUR
County Counsel

By: _____
Ryan Hurley
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: _____
Dolyene Lane
Risk Manager

CONTRACTOR

Date: _____

By: _____
Bekkie F. Emery
Director

Tax I.D.#: On File

WRAPAROUND SERVICES**DESCRIPTION**

Contractor's staff assigned to this program work with additional Wraparound staff comprised of Mental Health Clinicians, Parent Partners, Facilitators, and Family Specialists to provide High Fidelity SB163 Wraparound supports and services to County's children and youth who are:

- California Welfare and Institutions Code 300 dependent or 602 ward herein referred to as 'Traditional Participants'
- Currently or would be placed in a licensed Short Term Residential Therapeutic Program (STRTP) or group home licensed at a Rate Classification Level (RCL) 10 or higher as determined by the Placement Unit (PU): and

Wraparound is always:

- Voluntary and promotes family ownership.
- Family-centered, individualized, culturally relevant, trauma informed, and needs driven.
- A strengths-based planning process that takes place in a team setting in the child, youth, and family's community at a time and location convenient to the family.
- Flexible and creative to meet the evolving needs of children, youth, and families.
- Building natural and community supports.
- Guided by a child and family team plan that identifies family strengths and service needs.
- Focused on ensuring children and youth are in the least restrictive environment.
- Tracking and evaluating outcomes through the Pediatric Screening Checklist (PSC-35) and Child and Adolescent Needs and Strengths (CANS) assessment
- Cost effective, which includes maximizing resources and leveraging alternate funding sources.
- Striving for creative solutions to meet the needs of children, youth, and families.

Wraparound seeks to:

- Enhance individual strengths by creating intervention plans that reflect and build on the child, youth, and family strengths.
- Promote child, youth, and parent involvement through family voice, choice, and preference.
- Use a community-based service delivery system.
- Approach service delivery through an integrated system.
- Create independence and stability.
- Provide interventions that meet a child, youth, and family's identified needs, and fit with their culture and preferences.
- Create an individualized plan to coordinate responses in all life domains.
- Focus on achieving goals through collaboration.
- Access flexible funding to support the child, youth, and family team goals.
- Stabilize or transition children and youth to a family setting.

- Support children, youth, and families in meeting court mandates.
- Enhance safety, permanency, and well-being.
- Integrate trauma-informed practices.
- Support, achieve, and measure positive outcomes.

Essential Elements of Wraparound include:

- Families have a high level of decision-making power at every level of the Wraparound process.
- Wraparound is a team-driven process that involves the child, youth, and family's natural supports, peer supports, agencies, and community services working together to develop, implement, and evaluate an individualized service plan.
- Wraparound plans include a balance of formal services and informal community and family resources, with greater reliance on informal supports over time.
- The plan is developed and implemented based on an interagency and community collaborative process.
- Wraparound efforts are based in the community and encourage the family's use of their natural supports and resources.
- The process is culturally relevant, building on the unique values, preferences, and strengths of children, youth, and families, and their communities.
- Services and supports are individualized, built on strengths, and meet the needs of children and families across life domains to promote success, safety, and permanency in their homes, schools, and the communities.
- The Wraparound process and the Wraparound plan identify, build on, and enhance the capabilities, knowledge, skills, and assets of the child and family.
- Team members are persevering in their commitment to the child and family.
- Outcomes are determined and measured for the system, for the program, and for the individual child, youth and family.
- Wraparound teams have adequate and flexible funding.

Program Services:

Contractor shall programmatically:

Provide every participant and his or her family with a complete Wraparound Team, including but not limited to:

1. Facilitator
2. Parent Partner
3. Clinician, if the family does not choose to utilize their own Clinician or Mental Health Professional
4. Family Specialist

All services provided by Contractor shall reflect the fundamental elements of Wraparound including but not limited to:

1. Families have a high level of decision-making power at every level of the process.
2. Services are community-based and encourage the family's use of natural supports and resources.

3. Services and supports are individualized, built on strengths and meet the needs of the children and families across the life domains to promote success, safety and permanency in their homes, schools and communities.
4. The process is culturally relevant, building on the unique values, preferences and strengths of children, youth and families, and their communities.
5. Wraparound plans include a balance of formal services and informal community and family resources, with greater reliance on informal supports over time.
6. Outcomes are determined and measured for the system, the program and the individual and family.

Wraparound Services:

1. Coordinate, select and convene Wraparound Teams and utilize the 4 Phases and the Skill Sets of High Fidelity Wraparound to address child, youth and family safety issues and concerns.
2. Provide 7 day a week, 24-hour emergency responses to Wraparound families.
3. Provide Intensive Specialty Mental Health Services inclusive of Crisis Interventions and psychiatric care.
4. Provide Intensive Case Management to coordinate Family Plan of Care with County Agency Staff, the courts, community members, families, schools and community partners to assist families in meeting case plan goals/requirements pursuant to the family's court ordered case plan/terms and conditions.
5. Secure and or provide services from a network of providers including, but not limited to support groups, Alcohol/Drug Services, County Public Health, Respite, Counseling, and Parent Education to address family risk factors of re-occurrence of abuse or neglect.
6. Assist parents in understanding and utilizing effective child management techniques and having age-appropriate expectations for children's abilities.
7. Adhere to a "no reject/no eject" policy for referred youth and children. Make a commitment to unconditional service planning and provision. The child and family are not dropped from the program when problems are encountered. The Family Plan of Care is changed to meet the new needs of the new situation.
8. Develop and sustain strong collaboration between the families, County Staff, community-based organizations and community partners.
9. Ensure community-based interventions (including delivery of highly coordinated and individualized, unconditional services addressing child and family needs) and achieving positive outcomes.
10. Complete a comprehensive Strength, Needs and Cultural Discovery on every referred family to ensure the provision of culturally relevant/competent services by tailoring responses to family culture, values, norms, strengths and preferences.
11. Ensure service planning is child and family team-based, and inclusive of natural and informal support persons while ensuring child/family teams including all professional and non-professional participants have a voice in all aspects of the Wraparound process.
12. Ensure the development of measurable accountability and outcomes driven by individualized Family Plan of Care.
13. Map and develop formal, informal and natural supports and services that will be able to provide emotional and concrete support to families by identifying Protective Factors in five areas: parental resilience, social connections, concrete supports in times of needs, knowledge of parent and child development, social and emotional competence of children.

14. Build Individual Family Plans of Care on family and child strengths that are family centered, strength-based and needs driven.
15. Re-connect families to informal and natural supports and services, community-based options, activities, or opportunities (e.g. churches, scouting organizations, parks and recreation, etc.).
16. Provide as needed, life skills development and self-sufficiency strategies to families.
17. Make a commitment to the provision of least restrictive services.
18. Implement a comprehensive review of family life domains to address family identified needs that will require strengthening for improved family functioning and family well-being.

TARGET POPULATION

Children who are:

- Dependents or probation wards of the court, and either placed in or at imminent risk of placement in Short Term Residential Therapeutic Programs (STRTP).

Katie A. Requirements

1. Ensure that all children/youth referred to the Wraparound Program have been screened and assessed for Katie A. Class/Subclass Member Criteria.
2. Provide intensive case management and service planning that shall be Team-Based and occur within the Katie A. Child and Family teams, which incorporate Intensive Care Coordination (ICC) and the development and implementation of Intensive Home Based Services (IHBS) in accordance with the Katie A. Settlement Agreement and the Core Practice Model.
3. Contractor will ensure that referred youth receive Child and Family Team (CFT) meetings at least once every 90 days, in compliance with the Medi-Cal Manual For Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS), and Therapeutic Foster Care (TFC) Services for Medi-Cal Beneficiaries (Third Edition, January 2018).

Data Reports and Outcome Evaluation

County collects data and measures outcomes throughout the continuum of care. County will work with Contractor to develop and implement program evaluation of the Wraparound Program that incorporates and integrates any outcome measurements that are required by County.

Additionally, Contractor will be required to utilize the Pediatric Screening Checklist (PSC-35), Child and Adolescent Needs and Strengths (CANS), and any additional outcome measure tools used by a specific evidence practice or County as a whole. Contractor is expected to frequently and consistently monitor individual youth/client progress toward identified objectives and goals identified in the Wraparound plan, the Mental Health treatment plan, the Child Welfare case plan (if applicable), and the Juvenile Probation case plan (if applicable). Contractor will submit a monthly report to the County at cscontracts@shastacounty.gov that identifies youth/clients served, youth/client progress in the Wraparound Program, and any relevant individual or aggregate outcome data requested by County.

1. Provide outcome measures consistent with SB163 requirements and meet County's outcome expectations.
2. Contractor shall provide data and feedback as requested to the County and/or the California

Department of Social Services (CDSS) for legislatively mandated bi-annual reports and other reports as needed.

3. Contractor shall be responsible for gathering and maintaining statistics and data to monitor participants' progress in the program.

Reporting

Contractor will work collaboratively with County to determine monthly and/or quarterly reporting needs.

Sixty-days prior to the end of the term of the Agreement a reassessment may be made and a new contract negotiated if there is a need to continue services. It is the Contractor's responsibility to remain within the term and amount of the Agreement. If the term or the amount is exceeded, the Contractor may not be reimbursed.

Maximum amount to be paid for the above-described services are not to exceed the amount identified in the contract.

MONTHLY WRAPAROUND REPORT

Report Completed by: _____ Month Covered by Report: _____

Email Address: _____ Phone: _____

Child or Youth: _____ Date of Report: _____

Section 1. Child:

Goals:
Progress:
Challenges:

Section 2. Family/Placement:

Goals:
Progress:

Challenges:

Section 3. Family Finding:

Goals:

Progress:

Challenges:

Section 4. Was a CFT Held? ____ Yes ____ No Date of CFT: _____

Section 5. Please provide any other information you would like us to have.