

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND  
HIS IDEAS, INC. DBA CHILDREN FIRST**

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This agreement is entered into between the County of Tehama, through its Department of Probation, (“County”) and His Ideas, Inc., dba Children First Foster Family Agency (“Contractor”) for the purpose of providing evidence-based substance use counseling and related support to youth served by Tehama County Probation.

**1) RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide services as specified in Exhibit “B”.

**2) RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

**3) COMPENSATION**

Contractor will not bill county for the duration of the initial contract term; expenses related to these services shall be incurred by the Contractor and are funded by the YOR 3(California Youth Opioid Response) grant.

**4) BILLING AND PAYMENT**

Contractor will not bill county for the duration of the initial contract term; expenses related to these services shall be incurred by the Contractor and are funded by the YOR 3(California Youth Opioid Response) grant.

**5) TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate September 30<sup>th</sup>, 2027, unless terminated in accordance with section 6 below.

**6) TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have

the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Chief Probation Officer.

#### **7) ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

#### **8) NONASSIGNMENT OF AGREEMENT**

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 the County.

#### **9) EMPLOYMENT STATUS**

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 services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the 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, which would be withheld from compensation of Contractor, 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.

#### **10) INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama 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), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

#### **11) INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

#### **12) PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office and will make this information available

to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### **13) NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

### **14) GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

## **15) COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

## **16) LAW AND VENUE**

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

## **17) AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

## **18) NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

- |                      |   |
|----------------------|---|
| a. If to County:     | Pam Gonzalez, Chief Probation Officer<br>Tehama County Probation<br>1840 Walnut St.<br>Red Bluff, CA 96080      |
| b. If to Contractor: | His Ideas, Inc. dba Children First Foster Family<br>Agency<br>590 Antelope Blvd. Suite B<br>Red Bluff, CA 96080 |

Notice shall be deemed to be effective two days after mailing.

**19) NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

**20) STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

**21) LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

**22) RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

**23) NO THIRD-PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

**24) HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety

Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

## **25) HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

## **26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

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. Civil 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 (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

## **27) CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide services as specified in Exhibit “B”. However, should specific information regarding the County’s clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
  - 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
  - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
  - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed, or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. 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 the agreement.
- d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/its is subject to all the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.



Date: 10/23/25

P. Gonzalez  
PAM GONZALEZ, CHIEF PROBATION  
OFFICER

Date: \_\_\_\_\_

N/A  
PURCHASING AGENT

Date: 10/20/25

Shannon M. Pierce  
HIS IDEAS, INC. DBA CHILDREN FIRST  
SHANNON PIERCE, CHIEF EXECUTIVE  
OFFICER

106381  
Vendor Number

2037-53230  
Budget Account Number

Standard Form of Agreement – Services adopted 12/08/22

## Exhibit A

### **INSURANCE REQUIREMENTS FOR CONTRACTOR**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

#### Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

#### Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

#### Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

Sexual Abuse & Molestation (SAM) Liability *(If Contractor provides services to minors)* Contractor shall obtain and maintain Sexual Abuse & Molestation Liability coverage with limits of liability no less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

#### Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A: VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

#### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

#### Policy Obligations

Contractor’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

# EXHIBIT "B"

## MEMORANDUM OF UNDERSTANDING (MOU)

### Between

**Tehama County Juvenile Probation Department** ("Probation")

### and

**His Ideas, Inc., dba Children First Foster Family Agency** ("Provider")

**Effective Date:** [Month Day, Year]

**Term:** Effective Date - September 30, 2027 (YOR Grant Term), with options to renew

### 1. Purpose

This MOU establishes roles and responsibilities for delivering evidence based Seven Challenges substance use counseling and related supports to youth served by Probation. Services will be provided at no cost to Probation during the period funded by the California Youth Opioid Response (YOR) grant. Provider may render services in custody (Juvenile Hall) and in the community (Provider offices or approved settings), with a shared goal of improved health, safety, and successful reentry.

### 2. Parties & Points of Contact

#### Probation

Agency: Tehama County Juvenile Probation Department

Address: 1790 Walnut St.

Program Lead: Juvenile Detention

Superintendent, Todd Hansen

Phone / Email: [530]527-5380 ext.

3096/ thansen@tcprobation.org

#### Provider

Agency: His Ideas, Inc., dba Children First Foster Family Agency

Address: 590 Antelope Blvd. Suite B

Program Lead: CEO, Shannon Pierce

Phone / Email: [530]528-2938/ spierce@childrenfirstffa.com

### 3. Definitions

- **Youth:** Individuals under Probation supervision, including those detained in Juvenile Hall and those supervised in the community.
- **Services:** Seven Challenges group and individual counseling; assessment; care coordination; case management for access to health and social services; family engagement; warm handoffs to specialty care; and recovery supports.

- **In-Custody Services:** Services delivered within Juvenile Hall or other Probation-run facilities, subject to facility security procedures and space availability.
- **Community Services:** Services delivered in Provider clinics/offices or other mutually agreed community sites (schools, partner agencies) that meet privacy and safety standards.
- **SUD (Substance Use Disorder):** A medical condition characterized by the uncontrolled use of substances despite harmful consequences. In this agreement, SUD refers to the focus of treatment and prevention efforts provided to youth.
- **ECM (Enhanced Care Management):** A Medi-Cal benefit providing intensive, whole-person care coordination for individuals with complex needs, including justice-involved youth.
- **SMHS (Specialty Mental Health Services):** Services funded through Medi-Cal county mental health plans, including therapy, rehabilitation, and case management for youth with serious emotional disturbance or mental illness.
- **MOUD (Medications for Opioid Use Disorder):** FDA-approved medications such as buprenorphine, methadone, or naltrexone used to treat opioid use disorder, often combined with counseling and behavioral therapies.
- **ROI (Release of Information):** A signed authorization that allows sharing of protected health or juvenile justice information between Provider, Probation, and other partners, consistent with confidentiality laws.
- **CFT (Child and Family Team):** A collaborative, cross-agency team process defined by California's Continuum of Care Reform, designed to engage youth and families in decision-making and care planning.
- **HIPAA (Health Insurance Portability and Accountability Act):** Federal law establishing privacy and security standards for protected health information.
- **42 CFR Part 2:** Federal confidentiality regulations that provide extra protections for information related to SUD diagnosis, treatment, or referral, requiring specific written consent for disclosure.
- **WIC § 827:** Section of California's Welfare and Institutions Code that governs access to juvenile case files, requiring court approval for most disclosures.
- **BSCC Title 15:** Regulations issued by the California Board of State and Community Corrections that set minimum standards for juvenile detention facilities, including safety, programming, and access to services.
- **CQI (Continuous Quality Improvement):** A structured, ongoing process of monitoring, evaluating, and improving program performance and outcomes.

## 4. Scope of Services

### Provider will:

1. Accept referrals from Probation using the referral workflow in *Attachment A*; triage within 5 business days and schedule the first session within 10 business days (or sooner upon joint determination of urgency).
2. Assess youth using validated SUD screening/assessment tools aligned to the Seven Challenges model.
3. Deliver Seven Challenges:

- o Groups: [frequency, e.g., 1-2x/week, 60-90 minutes].
  - o Individual sessions: [frequency, e.g., weekly/biweekly].
  - o Family engagement where clinically appropriate.
- 4. Provide case management to reduce barriers (e.g., appointment reminders, transportation support coordination, linkage to Medi-Cal/CalFresh, school supports).
- 5. Coordinate reentry for in-custody youth: develop pre-release plans; schedule community appointments; handoffs to mental health/SUD, primary care, or ECM/SMHS as appropriate.
- 6. Conduct crisis triage and warm transfers per facility and county protocols.
- 7. Collect data and share de-identified program metrics required by YOR (see Section 13 and *Attachment C*).

**Probation will:**

1. Identify and refer eligible youth using mutually agreed criteria (*Attachment A*).
2. Facilitate timely access: ensure youth transport for community services, schedule support for in-custody sessions, and provide secure, private space for services in Juvenile Hall.
3. Support consents/ROIs: assist youth and families with understanding and completing required releases of information (see Section 8).
4. Coordinate supervision requirements to avoid conflicts with treatment times (e.g., court, school, mandatory programming).
5. Participate in case conferencing/CFTs (Child and Family Teams) as applicable.

## 5. Eligibility & Referral Pathways

- **Eligibility:** Youth on informal/formal supervision or detained who screen positive for substance use risk/need or who may benefit from prevention/early intervention.
- **Prioritization:** Youth with fentanyl/overdose risk, recent substance-related violations, or reentry within 30 days.
- **Referral Methods:** Secure e-referral form (*Attachment A*), encrypted email, or EHR-to-EHR if available.

## 6. Locations & Scheduling

- **Juvenile Hall:** Provider staff will comply with all BSCC Title 15 standards and facility security policies; sessions will be scheduled to minimize conflict with school hours and court appearances.
- **Community:** Sessions at Provider's offices 590 Antelope Blvd, Suite B, Red Bluff, CA 96080 and, by agreement, at schools or partner sites that meet privacy/safety standards.
- **Hours:** Flexible, Monday through Friday during business hours; evening availability can be offered to accommodate family schedules.

## 7. Staffing, Training, and Clearances

- Provider will staff the program with qualified SUD counselors trained and certified to deliver Seven Challenges. Although not required by the model, Provider will ensure licensed clinical oversight as a best practice.
- All Provider personnel entering custody settings will complete background checks, TB/health clearance, orientation, and security training per facility policy; Provider will maintain documentation.
- Provider agrees to maintain mandated reporter training and comply with all reporting laws.

## 8. Privacy, Consent, and Information Sharing

- **Minor Consent:** In California, minors 12+ may consent to SUD counseling; additional rules apply for MOUD and mental health services. Provider will follow all state laws regarding minor consent and confidentiality.
- **42 CFR Part 2:** SUD information is protected; no case-level SUD information will be shared with Probation absent a Part 2-compliant written consent by the youth (and parent/guardian when required by law).
- **HIPAA & State Law:** Provider will comply with HIPAA and state confidentiality laws; de-identified/aggregate data may be shared for program oversight.
- **WIC § 827:** Access to juvenile case files remains restricted; any exchange of protected juvenile court records will follow statute and court rules.
- **ROIs/Consents:** The Parties will use the consent templates in *Attachment B*; Provider will document revocations and redisclosures per law.

## 9. Safety & Facility Procedures (In-Custody)

- Provider staff will follow all facility rules (search, contraband, dress code, movement, check-in/out).
- Probation will provide secure, private space suitable for confidential counseling and ensure timely access of youth to sessions.
- Incidents will be reported immediately per facility policy and Provider's critical incident protocol.

## 10. Funding, Billing, and Costs

- During the YOR grant term, no fees will be charged to Probation for services under this MOU.
- Provider may bill Medi-Cal or other third-party payers where appropriate and permitted; no balance billing to youth/families; grant funds cover non-billable services.
- Any future fee-for-service arrangements will require a written amendment.



## **11. Program Standards & Quality**

- Services will be evidence-based, trauma-informed, youth- and family-centered, culturally responsive, and delivered in the least restrictive setting.
- Provider will maintain fidelity to Seven Challenges and participate in fidelity monitoring and supervision.
- The Parties will convene monthly for case coordination and quarterly for program review and Continuous Quality Improvement (CQI).

## **12. Coordination with Schools & Other Partners**

- For detained youth, services will be scheduled to avoid conflicts with education programming; for community youth, school coordination will occur as needed (with proper consents).
- Provider will coordinate with County Behavioral Health (MHP/DMC-ODS), ECM/SMHS teams, and community supports to strengthen continuity of care.

## **13. Data, Reporting, and Evaluation**

- De-identified performance metrics will be shared quarterly: referrals, engagement, attendance, dosage, completion, transitions to higher/lower levels of care, naloxone distribution/education, and satisfaction.
- YOR-required reporting will be submitted by Provider; aggregate results may be shared with Probation and stakeholders.
- Any case-level data disclosed to Probation requires valid written consent under 42 CFR Part 2 and applicable state law.

## **14. Term & Termination**

- **Term:** Through September 30, 2027, unless renewed by mutual written agreement.
- **Termination:** Either party may terminate with 30 days' written notice; immediate suspension is permitted for safety or legal compliance concerns.
- **Wind-Down:** Parties will coordinate warm handoffs and transition plans to avoid disruption of care.

## **15. Insurance & Indemnification**

- Provider will maintain general liability, professional liability, workers' compensation, and cyber/privacy coverage at customary limits; certificates available upon request.
- Each party shall indemnify, defend, and hold the other harmless for its own negligent or wrongful acts or omissions to the extent permitted by law.

## 16. Non-Discrimination

The Parties will not discriminate on the basis of race, color, national origin, ancestry, religion, sex, gender identity/expression, sexual orientation, marital status, age, disability, medical condition, or any other protected class.

## 17. Publicity & Use of Names

Neither party will use the other's name or logo in public communications without prior written consent, except as required for grant reporting and acknowledgments.

## 18. Compliance

Parties will comply with all applicable federal, state, and local laws/regulations and facility policies, including but not limited to 42 CFR Part 2, HIPAA, WIC § 827, BSCC Title 15, and minor consent laws.

## 19. Dispute Resolution

Program leads will attempt to resolve disputes informally within 10 business days. If unresolved, disputes escalate to agency leadership; if still unresolved, the Parties may seek mediation.

## 20. Notices

All notices under this MOU shall be delivered to the Points of Contact listed in Section 2.

## 21. Entire Agreement; Amendments; Assignment

This MOU constitutes the entire agreement regarding the subject matter and may only be amended in writing signed by authorized representatives. Neither party may assign this MOU without the other's written consent.

### Signatures

**Tehama County Juvenile Probation Department**

By: [Signature]  
Name/Title: P. Gonzalez, CPO  
Date: 10/20/25

**His Ideas, Inc., dba Children First Foster Family Agency**

By: [Signature]  
Name/Title: Shannon Pierce, CEO  
Date: 10/20/25

# **Attachments (Samples)**

## **Attachment A-Referral & Workflow**

- Eligibility criteria and prioritization
- Referral form fields (youth info, legal status, risk indicators, consent status)
- Triage timelines and contact protocol

## **Attachment B - Consents & ROIs**

- 42 CFR Part 2-compliant consent template (includes right to revoke, redisclosure notice, and list of recipients)
- HIPAA authorization (if applicable)
- WIC § 827 guidance and court petition process summary (for juvenile records)

## **Attachment C - Program Metrics (De-identified)**

- Referrals received/accepted; time to first session
- Attendance, dosage, completion rates
- Overdose risk education/naloxone distribution
- Transitions to higher/lower levels of care; reentry linkage kept
- Client and caregiver satisfaction

## **Attachment A-Referral & Workflow**

### **Eligibility Criteria**

- Youth on informal/formal supervision or detained who:
- Screen positive for substance use risk or need.
- Have recent substance-related violations or demonstrated risk of overdose.
- Are within 30 days of reentry from Juvenile Hall.

### **Referral Pathway**

- Probation Officer completes referral form.
- Referral Form Fields: Youth name, DOB, case number; Probation status; Presenting needs; Risk indicators; Consent status; Urgency rating.
- Submission: Via secure e-referral form, encrypted email, or secure EHR link.
- Provider Triage: Within 5 business days.
- Initial Appointment: Within 10 business days (or sooner if urgent).
- Feedback Loop: Provider confirms receipt/acceptance to referring officer; ongoing updates only with valid ROI.

## **Attachment B - Consents & ROis 42 CFR Part**

### **2 Consent Template**

- Youth Name & DOB.
- Services covered (SUD assessment, treatment, case management).
- Parties authorized to share/receive information (Provider, Probation, others as specified).
- Purpose of disclosure (treatment coordination, court compliance, reentry planning).
- Statement of right to revoke at any time.
- Expiration date (e.g., one year, or end of supervision term).
- Redislosure notice ("This information has been disclosed from records protected by federal law. Redislosure without consent is prohibited.").

### **HIPAA Authorization**

- Broad health info sharing template covering coordination with medical providers, schools, and behavioral health.

### **WIC § 827 Guidance Summary**

- Juvenile case files require court petition and judge's order for release.
- Provider will not seek direct access; Probation remains custodian of records.
- Any request for such records must follow Tehama County Juvenile Court procedures.

## **Attachment C - Program Metrics (De-identified)**

### **Referral Data**

- Total referrals received.
- Referrals accepted/declined (with reasons).
- Average days from referral to first session.

### **Engagement & Dosage**

- Attendance rate (% of scheduled sessions attended).
- Average group and individual sessions per youth.
- Completion rate of recommended program dosage.

### **Outcomes & Transitions**

- Youth transitioned to higher/lower levels of care.
- Reentry linkage maintained (appointments kept within 14 days post-release).
- Naloxone education sessions delivered; kits distributed.

### **Satisfaction & CQI**

- Youth/family satisfaction surveys (aggregate results).
- Probation officer satisfaction feedback.
- Provider Continuous Quality Improvement (CQI) notes/actions.

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