

# **Mendocino County**



## **Mental Health Student Services Act Application**

**ELECTRONIC COPY**

# TABLE OF CONTENTS

Attachment 1: Application Cover Sheet	Page 1
Attachment 2: Intent to Apply	Page 4
Attachment 3: Minimum Qualifications	Page 6
Supplemental Documents Included	
Service Agreements for:	
Mendocino County Youth Project (MHSA)	
Mendocino County Youth Project	
Tapestry Family Services (MHSA)	
Redwood Community Services (MHSA)	
Letters of Agreement with Partners	
Attachment 4: Applicant Background	Page 8
Supplemental Documents Included	
Organization Chart	
Behavioral Health Advisory Board Bylaws	
Behavioral Health Advisory Board Agenda	
Behavioral Health Advisory Board Minutes	
Attachment 5: Proposed Plan	Page 24
Supplemental Documents Included	
Healthy Mendocino Report “Economics of Child Abuse: A study of Mendocino”	
Healthy Mendocino Report “Economics of Child Abuse Report”	
The Arbor Youth Resource Center informational sheet	
Attachment 6: Program Implementation Plan – Plan Narrative	Page 54
Supplemental Documents Included	
Training Plans	
Job Descriptions	
BHRS Multiagency Authorization of Release	
HIPAA Compliance and Privacy Agreement	
Attachment 7: Program Implementation Plan – Plan Timeline	Page 66
Attachment 8: Program Implementation Plan – Sustainability Plan	Page 75
Attachment 9: Program Communications Plan	Page 82
Attachment 10: Budget Worksheet	Page 89
Attachment 11: Budget Narrative	Page 90
Attachment 12: Final Submission Checklist	Page 95
Attachment 13: Payee Data Record (Std 204)	Page 96


## **Attachment 1: Application Cover Sheet**

## ATTACHMENT 1: APPLICATION COVER SHEET

### Mental Health Student Services Act of 2019

#### Grant Application Cover Sheet

Provide the name of the entity submitting the Application in the table below.

Name of Lead County and/or City Mental Health/Behavioral Health Department	Director or Designee Name and Title
Mendocino County Health and Human Services Agency, Behavioral Health and Recovery Services	Jenine Miller, Psy. D., HHSA Assistant Director, BHRS Director
Director or Designee Signature <i>(Sign as Lead Agency or sign to authorize the Lead Agency listed below, if not the county/city)</i>	Date
	2/26/20

Name of Lead Agency, if not County and/or City Mental Health/Behavioral Health Department	Director or Designee Name and Title
N/A	
Director or Designee Signature	Date

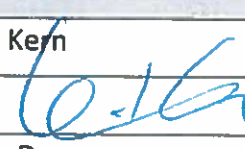

I HEREBY CERTIFY under penalty of perjury that I have the authority to apply for this grant; and that this grant Application is consistent with the terms and requirements of the Commission's Request for Application for the Mental Health Student Services Act.



If this is a joint effort, list all additional participants to the application. *(Add lines as needed)*

Additional County and/or City Mental Health/Behavioral Health Departments	Director or Designee	Date Signed
1.	Name:	
	Signature:	
2.	Name:	
	Signature:	
3.	Name:	
	Signature:	

List all Educational entities (County Office of Education and/or Charter School(s)) participating in this application. *(Add lines as needed)*

Name of Educational Entity	Director or Designee	Date Signed
1. Mendocino County Office of Education	Name: Kim Kern	2/24/20
	Signature: 	
2. Special Education Local Plan Area	Name: Gina Danner	2/24/2020
	Signature: 	

Name of all school districts in the county partnership in the application <i>(Add lines as needed)</i>
1. Ukiah Unified School District
2. Willits Unified School District
3. Laytonville School District
4. Fort Bragg Unified School District
5. Anderson Valley School District

5. Anderson Valley School District
6. Manchester School District
7. Potter Valley Community School District
8. Eel River Charter School
9. Willits Elementary Charter School
10. River Oak Charter School

County or City Lead Grant Coordinator Contact Information:

<b>Name:</b>	Karen Lovato
<b>Title:</b>	Acting Deputy Director Mendocino County Behavioral Health and Recovery Services
<b>Email:</b>	<a href="mailto:lovatok@mendocinocounty.org">lovatok@mendocinocounty.org</a>
<b>Phone Number:</b>	707-472-2342

## **Attachment 2: Intent to Apply**

## ATTACHMENT 2: INTENT TO APPLY

This Attachment is required to be submitted by the due date stated in Table V-I Key Action Dates.

The form may be submitted by email to the Procurement Official below, but the original signed copy must be submitted with the final Application.

Procurement Official:

Cheryl Ward  
Mental Health Services Oversight and Accountability Commission  
1325 J Street, Suite 1700  
Sacramento, CA 95814  
[Cheryl.Ward@mhsoac.ca.gov](mailto:Cheryl.Ward@mhsoac.ca.gov)

We intend to submit an Application and choose (select one):

☒ **Category 1 – Existing Partnership** – County collaborative partnership has been in existence at least 2 years from the date the RFA is released.

☐ **Category 2 – New or Emerging Partnership** – County collaborative partnership has been in existence less than 2 years from the date the RFA is released.

The individual to whom all information regarding this solicitation shall be transmitted is:

<b>Name:</b>	Karen Lovato, Acting Deputy Director, MCBHRS		
<b>Address:</b>	1120 South Dora Street		
<b>City, State and ZIP Code:</b>	Ukiah, CA 95482		
<b>Telephone:</b>	707-472-2342	<b>FAX:</b>	707-472-2331
<b>E-Mail:</b>	lovatok@mendocinocounty.org		

List all counties, and/or city mental health/behavioral health departments covered under this Intent to Bid. If this is a joint effort, the lead county shall be listed first and sign the Intent to Apply. (Add lines as needed)

Counties, and/or city mental health/behavioral health departments	
1.	Mendocino County Behavioral Health and Recovery Services (MCBHRS)

2.	
3.	
4.	

List all Educational entities (County Office of Education and/or Charter School(s)) participating in this application. *(Add lines as needed)*

Educational entities (County Office of Education and/or Charter School(s))	
1.	Mendocino County Office of Education (MCOE)
2.	Special Education Local Plan Area (SELPA)
3.	
4.	

List all School Districts participating in this application. *(Add lines as needed)*

School Districts	
1.	Ukiah Unified School District (UUSD)
2.	Potter Valley Unified School District (PVUSD)
3.	
4.	
5.	
6.	

Authorized Signor:



Name (Signature)

Jenine Miller, Director, MCBHRS; Assistant Director, HHSA

Name and Title (Print)

millerje@mendocinocounty.org

Email

1/9/2020

Date

Mendocino

County

707-472-2341

Telephone

### **Attachment 3: Minimum Qualifications**

### ATTACHMENT 3: MINIMUM REQUIREMENTS

Category	
<b>VII. B.i.</b>	<p>Check the box below if selecting Category 1:</p> <p>An existing Partnership for purposes of this RFA is one that has been in existence for at least 2 years from the date of the release of this RFA and is between the County Mental or Behavioral Health Department and one or more of the following:</p> <ul style="list-style-type: none"><li>• County Office of Education</li><li>• Charter school</li><li>• School district</li></ul> <p style="text-align: center;"><input checked="" type="checkbox"/></p>
<b>VII. B.ii.</b>	<p>Check the box below if selecting Category 2:</p> <p>A New or Emerging Partnership for purposes of this RFA is one that was not in existence prior to this RFA or has been in existence for less than 2 years from the date of the release of this RFA and is between the County Mental or Behavioral Health Department and one or more of the following:</p> <ul style="list-style-type: none"><li>• County Office of Education</li><li>• Charter School</li><li>• School district</li></ul> <p style="text-align: center;"><input type="checkbox"/></p>
<b>Evidence of Established Collaborative</b>	
<b>VII. B.iii.1.</b>	<p>State the number of years the Partnership has been in existence:</p> <p style="text-align: center;"><u>10+</u> years</p>
<b>VII. B.iii.2.</b>	<p>Check the box below if the following is attached behind this page:</p> <p>Provide support of when the Partnership started. Support can be an MOU, service agreement, or other type of agreement between all of the entities formalizing the Partnership and dated.</p> <p style="text-align: center;"><input checked="" type="checkbox"/></p>
<b>VII. B.iii.3.</b>	<p>Check the box below if the following is attached behind this page:</p> <p>Provide support that the Partnership is in existence as of the application due date. This can include an MOU, service agreement, or other type of agreement between all of the entities with a current 2020 date.</p> <p style="text-align: center;"><input checked="" type="checkbox"/></p>



### ATTACHMENT 3: MINIMUM REQUIREMENTS

Category	
<b>VII. B.i.</b>	<p>Check the box below if selecting Category 1:</p> <p>An existing Partnership for purposes of this RFA is one that has been in existence for at least 2 years from the date of the release of this RFA and is between the County Mental or Behavioral Health Department and one or more of the following:</p> <ul style="list-style-type: none"><li>• County Office of Education</li><li>• Charter school</li><li>• School district</li></ul> <p><input checked="" type="checkbox"/></p>
<b>VII. B.ii.</b>	<p>Check the box below if selecting Category 2:</p> <p>A New or Emerging Partnership for purposes of this RFA is one that was not in existence prior to this RFA or has been in existence for less than 2 years from the date of the release of this RFA and is between the County Mental or Behavioral Health Department and one or more of the following:</p> <ul style="list-style-type: none"><li>• County Office of Education</li><li>• Charter School</li><li>• School district</li></ul> <p><input type="checkbox"/></p>
<b>Evidence of Established Collaborative</b>	
<b>VII. B.iii.1.</b>	<p>State the number of years the Partnership has been in existence:</p> <p><u>10+</u> years</p>
<b>VII. B.iii.2.</b>	<p>Check the box below if the following is attached behind this page:</p> <p>Provide support of when the Partnership started. Support can be an MOU, service agreement, or other type of agreement between all of the entities formalizing the Partnership and dated.</p> <p><input checked="" type="checkbox"/></p>
<b>VII. B.iii.3.</b>	<p>Check the box below if the following is attached behind this page:</p> <p>Provide support that the Partnership is in existence as of the application due date. This can include an MOU, service agreement, or other type of agreement between all of the entities with a current 2020 date.</p> <p><input checked="" type="checkbox"/></p>



### **Attachment 3 Supplemental Documents**

- **Mendocino County Youth Project (BHRS) Service Agreement**
- **Mendocino County Youth Project Service Agreement**
- **Tapestry Family Services (BHRS) Service Agreement**
- **Redwood Community Services (BHRS) Service Agreement**

### **Letters of Agreements with Partners**

## **Mendocino County Youth Project (BHRS) Service Agreement**



**REDWOOD QUALITY MANAGEMENT COMPANY  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2019 is by and between REDWOOD QUALITY MANAGEMENT COMPANY, hereinafter referred to as "RQMC", and Mendocino County Youth Project (MCYP) hereinafter referred to as the "CONTRACTOR."

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, RQMC may retain independent contractors to perform special services to or for RQMC or any department thereof; and,

WHEREAS, RQMC desires to obtain CONTRACTOR Mental Health Services Act (MHSA) services for Mendocino County Beneficiaries. ("Services"); and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to RQMC.

NOW, THEREFORE it is agreed that RQMC does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Scope of Work
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination
Exhibit E	Certification Regarding Debarment, Suspension, and other Responsibility Matters - lower tier covered transactions
Exhibit F	Medi-Cal Data Privacy and Security Agreement
Exhibit G	Health Insurance Portability & Accountability Act (HIPAA)
Attachment-1 PEI screening Tool	

The term of this Agreement shall be from July 1, 2019 through June 30, 2020.

The compensation payable to CONTRACTOR hereunder shall not exceed **Seventy-Five Thousand Dollars (\$75,000.00)** for the entire term specified in this contract.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Contract Administrator for RQMC

Tim Schraeder  
(Signature)

Name & Title: Tim Schraeder, CEO

Redwood Quality Management Company

Date: 9.23.19

Contract Administrator for CONTRACTOR

James R. Carter, Esq.  
(Signature)

Name & Title: James R. Carter, Esq.

MCYP

Federal Tax ID#: \_\_\_\_\_

Date: 9/23/19

COPY TO: Brian C. Carter, Esq.

Carter, Momsen & Knight, LLP

305 N. Main Street / P.O. Box 1709 Ukiah, CA, 9548



## **GENERAL TERMS AND CONDITIONS**

**1. INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of RQMC in any capacity what so ever, and RQMC shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold RQMC harmless for many and all liability which RQMC may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of RQMC.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of RQMC is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by RQMC agency concerned.

Notwithstanding the foregoing, if RQMC determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, RQMC may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.



**2. INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless RQMC, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of RQMC. "CONTRACTOR'S performance "includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

**3. INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with RQMC maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

**4. WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from RQMC any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures they will comply with such provisions before commencing the performance of the work under this Agreement. CONTRACTOR shall furnish to RQMC certificates of insurance evidencing Workers' Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Worker's Compensation Insurance as required by Labor Code of the State of California for all of CONTRACTORS and sub-contractors employees.

**5. CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold RQMC harmless from any



and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify RQMC by telephone. CONTRACTOR shall promptly submit to RQMC a written report, in such form as may be required by RQMC of all accidents which occur in connection with this Agreement.

This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of RQMC's equipment, tools, material, or staff was involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to RQMC the opportunity to review and inspect such evidence, including the scene of the accident.

**6. PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

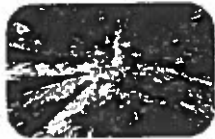
If RQMC over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to RQMC, or at RQMC's option, permit RQMC to offset the amount of such overpayment against future payments owed to CONTRACTOR under this agreement or any other agreement.

In the event CONTRACTOR claims or receives payment for a service, reimbursement for which later is disallowed by RQMC, COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowed amount to RQMC upon request, or at RQMC's option, permit RQMC to offset the amount of such overpayment against future payments owed to CONTRACTOR under this agreement or any other agreement.

**7. TRAVEL EXPENSES:** CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.

**8. TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

**9. OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns RQMC and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches,



renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by RQMC, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by RQMC to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants RQMC and any assignee of RQMC an express royalty - free license to retain and use said Documents and Materials. RQMC's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

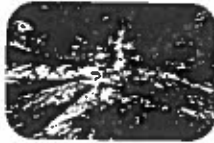
CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold RQMC harmless from any claims for infringement of patent or copyright arising out of such selection.

RQMC's rights under this 'Paragraph 9 shall not extend to any computer software used to create such Documents and Materials.

**10. CONFIDENTIALITY:** CONTRACTOR agrees to require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and Procedures, to assure that:

- a. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.
- b. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.





Contractor agrees to inform all its employees, agents, and partners of the above provisions and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

**11. MONITORING:** CONTRACTOR shall cooperate fully with any utilization review committee established by RQMC for the purpose of monitoring the accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals.

**12. GRIEVANCE PROCEDURE:** CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding the delivery of services. This system shall include notification to the recipients of their right to a state hearing.

**13. ABUSE REPORTING REQUIREMENTS:**

a. CHILD ABUSE REPORTING REQUIREMENT: CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165(k). This responsibility shall include:

- 1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Penal Code Section 11166, to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.
- 2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code 11166, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

b. ADULT ABUSE REPORTING REQUIREMENT: CONTRACTOR shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610 are reported to Adult Protective Services. This responsibility shall include:

- 1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Welfare and Institutions Code Section 15630 and 15632, to report adult abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.
- 2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report adult abuse under Welfare and Institutions Code Section 15630 and 15632, gain knowledge of, or reasonably suspect that an adult has been a victim of abuse or neglect.



**14. HIPAA COMPLIANCE:** CONTRACTOR agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act (HIPAA) and shall hold RQMC harmless from any sanctions received by the CONTRACTOR, to the extent permitted by law, for breach of these regulations.

CONTRACTOR also agrees: patients to whom services are rendered are third party beneficiaries of this section; to prohibit any unauthorized disclosures or use of protected information; to put in place appropriate safeguards ensuring only permitted uses and disclosures; to immediately report to RQMC reports of any unauthorized uses or disclosures; ensure that sub-contractors of CONTRACTOR agree to the provisions of this section; to consent to patient access to their own health information; to make protected information available to the Federal

Department of Health and Human Services as well as all internal compliance policies and procedures; to provide for the destruction of protected information upon agreement termination unless it must be retained to comply with another provision of law; and to ensure appropriate correction or amendment of records.

A failure by CONTRACTOR to adhere to these provisions shall result in agreement termination.

**15. ELIGIBILITY FOR SERVICES:** RQMC shall determine eligibility for receiving services under this agreement.

**16. CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

**17. NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

**Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid



or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

**Facsimile transmission:** When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

RQMC: Redwood Quality Management Co.  
350 E. Gobbi St  
Ukiah, CA 95482  
Attn: Contracts

CONTRACTOR: MCYP  
776 S State St #107  
Ukiah, CA 95482  
Attn: Contracts

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

**18. USE OF RQMC PROPERTY:** CONTRACTOR shall not use RQMC property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

**19. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:**

CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.

a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.



- b. CONTRACTOR shall, if requested to so do by RQMC, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c. If requested to do so by RQMC, CONTRACTOR shall provide RQMC with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
- e. The CONTRACTOR shall include the provisions set forth in paragraphs a through d (above) in each of its subcontracts.

**20. NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS FOR RECIPIENTS OF MENDOCINO COUNTY HEALTH & HUMAN SERVICES AGENCY:**

If applicable, under this agreement, the CONTRACTOR provides assistance or services to any applicant, client, participant or service recipient, hereinafter referred to as "recipient" of the Mendocino County Health & Human Services Agency, the CONTRACTOR shall administer said assistance or service in compliance with the provisions of Exhibit D "Assurance of Compliance with the Mendocino County Health & Human Services Agency Nondiscrimination in State and Federally Assisted Programs" form and shall complete and submit to RQMC said form prior to providing said assistance or service under this agreement. CONTRACTOR shall not charge recipients for the use of interpreters and shall insure that recipients covered under the provisions of Exhibit D are not denied or delayed in receiving assistance or services available to the other recipients under this agreement.

**21. DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with RQMC's policy of maintaining a drug-free workplace.

Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any RQMC facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a RQMC facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of RQMC department/agency for which the agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.



**22. ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

**23. COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with RQMC Executive Office.

**24. AUDITS; ACCESS TO RECORDS:** CONTRACTOR may be subject to audit, evaluation and inspection of any books, records, contracts, computer or electronic systems that pertain to any aspect of the services and activities performed, in accordance with 42 C.F.R. §§ 438.3(h) and 438.230 (c) (3). The CONTRACTOR shall make available to RQMC, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, another records or documents evidencing or relating to the expenditures and disbursements charged to RQMC, and shall furnish to RQMC, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as RQMC may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with RQMC requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within County of Mendocino, California, CONTRACTOR shall, upon request of RQMC, make such books and records available to RQMC for inspection at a location within County or CONTRACTOR shall pay to RQMC the reasonable, and necessary costs incurred by RQMC in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The right to audit will exist through 10 years from the final data of the contract period or from the date of completion of any audit, whichever is later. If the State, CMS, or the HHS Inspector General (Office of Inspector General) determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

**25. DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to RQMC for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for Ten (10) years following termination or expiration of this



Agreement or the completion of all work hereunder (as evidenced in writing by RQMC), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for Ten (10) years following RQMC's last payment to CONTRACTOR under this Agreement.

**26. TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

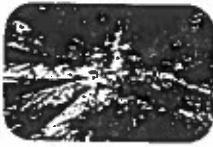
**27. TERMINATION:** RQMC has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR sixty (60) days prior written notice. In the event that RQMC should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services shall not exceed \$75,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

**28. NON APPROPRIATION:** If RQMC should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the services set forth in this Agreement, or other means of performing the same functions of such services, RQMC may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, RQMC shall remit payment for all products and services delivered to RQMC and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.

**29. CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

**30. VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

**31. WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy,



whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**32. ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of RQMC, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of RQMC in each instance.

**33. ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between RQMC and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

**34. HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

**35. MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

**36. ASSURANCE OF PERFORMANCE:** If at any time RQMC has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, RQMC may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to RQMC, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of RQMC's request and shall thereafter diligently commence and fully perform such written plan.

CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.



**37. SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without RQMC's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of Orin the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- b. CONTRACTOR shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without RQMC's prior written approval.
- c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.

**38. SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 9), and Conflict of Interest (Paragraph 16), shall survive termination or expiration for two (2) years.

**39. SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

**40. PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to RQMC under this Agreement infringe any patent, copyright or other proprietary right.

CONTRACTOR shall defend, indemnify and hold harmless RQMC of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

- a. RQMC will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without RQMC's prior written consent, to any settlement, which would require





RQMC to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.

- b. If CONTRACTOR is obligated to defend RQMC pursuant to this Section 38 and fails to do so after reasonable notice from RQMC, RQMC may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to RQMC any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with RQMC's defense and/or settlement of such proceeding.
- c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for RQMC the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that they become non-infringing, but equivalent in functionality and performance.
- d. Notwithstanding this Section 38, RQMC retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

**41. OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this agreement.

The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

**42. COMMUNICATION:** CONTRACTOR shall notify RQMC of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of RQMC and/or the COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.

END OF GENERAL TERMS AND CONDITIONS

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**EXHIBIT A**  
**SCOPE OF WORK**

CONTRACTOR agrees to perform the delegated activities and reporting responsibilities in compliance with the County Mental Health Plan, Proposition 63 (MHSA) and with the County Mental Health Services Act Plan.

CONTRACTOR shall provide the following Prevention and Early Intervention (PEI) services:

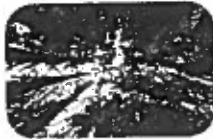
1. Program which provides crucial educational and services for consumers with the intent of reducing the negative feelings, improve attitudes/beliefs/perceptions and reduce stereotypes and/or discrimination related to be diagnosed with mental illness, having a mental illness or for seeing mental health services.
2. CONTRACTOR shall utilize bilingual and bi-culturally trained staff (when appropriate) to outreach to the counties areas of need.

Stigma and Discrimination Reduction-Breaking the Silence

- a. CONTRACTOR shall deliver "Breaking the Silence" interactive education modules and peer support groups, which shall be offered in both Spanish and English program materials, for up to 200 school aged youth.
- b. CONTRACTOR shall provide a program designed to engage, educate, train, or learn from potential clients or responders in order to more effectively respond to early signs of potentially severe and disabling mental illness.
- c. Youth who may benefit from receiving additional services are offered the opportunity to participate in on campus groups, individual mentoring, community Day Schools, prevention, education programs, and weekly groups as developed by CONTRACTOR.
3. CONTRACTOR shall provide RQMC will the number of screenings and presentations offered. Data will include
  - a. Number of screenings provided
  - b. Number of referrals generated by screenings
4. CONTRACTOR acknowledges the following general data requirements for PEI programs and that reports are due quarterly [Title 9 CCR [PEI Sections 3200.245-3755.0100
  1. Program Name
  2. Number of unduplicated clients and/or family members served with demographic information including, but not limited to:
    - a. Age
    - b. Race
    - c. Ethnicity
    - d. Gender assigned at birth
    - e. Gender identity

5. CONTRACTOR shall attend MHSA forums in the communities in which CONTRACTOR is providing services.

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**EXHIBIT B- PAYMENT TERMS**

**EXHIBIT B- PAYMENT TERMS**

RQMC will pay CONTRACTOR as per the following instructions:

1. MHSA funds may be used to provide matching funds for Medi-Cal billable services, provide medically necessary services to non-Medical beneficiaries, and to provide services as described in the Definition of Services, Exhibit A of this contract.
2. Billing for services is expected to be completed on a monthly basis and must occur within sixty (60) days of service provision.

Scope of Service	Approximate Monthly Allocation	Contract Allocation
PEI-Stigma & Discrimination Reduction -Breaking the Silence	\$6,250.00	\$75,000.00
<b>Total</b>	<b>\$6,250.00</b>	<b>\$75,000.00</b>

3. CONTRACTOR shall submit quarterly, and annual fiscal expenditures reports to RQMC.

PEI Program	Personnel	Operating	Other	Administrative

Compensation payable to CONTRACTOR for PEI services shall not exceed One Hundred Twenty-Five Thousand Dollars (\$75,000.00).

[END OF EXHIBIT B]

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**EXHIBIT C - INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude RQMC from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless RQMC, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to RQMC certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors Similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees. .

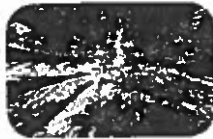
CONTRACTOR shall furnish to RQMC certificate(s) of insurance evidencing malpractice insurance coverage for CONTRACTOR and his employee(s) in an amount, which is no less than \$1,000,000 in a form acceptable to RQMC.

CONTRACTOR shall furnish to RQMC certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability -\$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[End of EXHIBIT C]

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**EXHIBIT D - Contractor Assurance of Non-Discrimination**

NAME OF CONTRACTOR MCYP

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and 0); California Government Code section 4450; Title 22, California Code of Regulations section 98000 - 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Aiatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 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, sexual orientation, color, disability, medical condition, national origin, race, ancestry, 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 GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, 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, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.



THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

9/27/19  
Date

[Signature]  
Contractor Signature

11048 770 S. STATE ST. STE 107 UHLEN CO 98432  
Contractor Address

[End of EXHIBIT D]

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**EXHIBIT E - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS- LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
- (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

James Allen

(Type Name)

ed.

(Title)

*1/1/12*

(Signature)

MCYP

(Organization Name)

14. S. Hatt. E. Str. 117

(Organization Address)

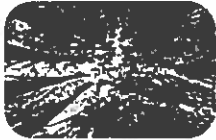
4/27/19

(Date)

[End of EXHIBIT E]

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**EXHIBIT F - MEDI-CAL DATA PRIVACY AND SECURITY AGREEMENT**

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII). Medi-Cal PII is information directly obtained in the course of performing an administrative function behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

**AGREEMENTS:**

NOW THEREFORE, RQMC and the Contractor mutually agree as follows:

**I. Privacy and Confidentiality**

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et seq, or as required by law.
- B. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.
- C. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- D. Contractor and/or their personnel who access disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

**II. Employee Training and Discipline**

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws.

Contractor shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who



intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records

with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

### III. Management Oversight and Monitoring

The Contractor agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

### IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi- Cal PII.

### V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require RQMC Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.



- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

#### VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link:  
[www.pd.dgs.ca.gov/masters/EncryptionSoftware.htm](http://www.pd.dgs.ca.gov/masters/EncryptionSoftware.htm). The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a newest anti-virus definition/software release is available.
- G. Ensure that all



workstations, laptops and other systems that process and/or store Medi-Cal PII has current security patches applied and up-to-date.

- G. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- H. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

#### VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII log. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.





**Exhibit G - Health Insurance Portability & Accountability Act (HIPAA)**

CONTRACTOR agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act (HIPAA) and shall hold RQMC harmless from any sanctions received by the CONTRACTOR, to the extent permitted by law, for breach of these regulations. CONTRACTOR also agrees: patients to whom services are rendered are third-party beneficiaries of this section; to prohibit any unauthorized disclosures or use of protected information; to put in place appropriate safeguards ensuring only permitted uses and disclosures; to immediately report to RQMC reports of any unauthorized uses or disclosures; ensure that sub-contractors of CONTRACTOR agree to the provisions of this section; to consent to patient access to their own health information; to make protected information available to the Federal Department of Health and Human Services as well as all internal compliance policies and procedures; to provide for the destruction of protected information upon agreement termination unless it must be retained to comply with another provision of law; and to ensure appropriate correction or amendment of records. A failure by CONTRACTOR to adhere to these provisions shall result in agreement termination.

[End of EXHIBIT G]

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**BRIEF SCREENING SURVEY FOR ADOLESCENTS & YOUNG ADULTS (12-24 yrs.)**

**For Symptoms of Serious Mental Illness**

The following screening survey is designed to help parents, school counselors, physicians, public health nurses and clinicians recognize the early symptoms of a serious mental illness. Early recognition and treatment of young people who are symptomatic may prevent hospitalizations and a life-time of chronic mental illness. The outcomes are very good for young people who receive early interventions and support. This survey is designed to help recognize symptoms, please do not give it to youth or ask them these questions directly.

If the young person you are concerned about is positive for one or more items from Group A AND one or more items from Group B, OR, 1 or more items just from Group B, you are encouraged to make a referral to Mental Health Services. Please support the youth or parent to call 472-2300 and ask for an intake assessment. If there are safety concerns, please encourage them to call Psychiatric Emergency Services at 472-2304.

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Clinician: \_\_\_\_\_

**Group A**

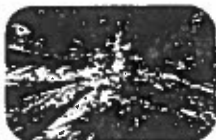
1. Is the person failing in school? \_\_\_\_\_ Yes ☐ No ☐
2. Is the person refusing to speak, interact or go to school? \_\_\_\_\_ Yes ☐ No ☐
3. Is the person using alcohol or other drugs? \_\_\_\_\_ Yes ☐ No ☐
4. Has the person withdrawn from social contact? \_\_\_\_\_ Yes ☐ No ☐
5. Has there been a change in routines; sleeping, eating, hygiene? \_\_\_\_\_ Yes ☐ No ☐
6. Are there family members who have a serious mental illness? \_\_\_\_\_ Yes ☐ No ☐

**Group B**

7. Is the person not making sense? For example, using disconnected words or phrases, or repeating one word or phrase over and over. \_\_\_\_\_ Yes ☐ No ☐
8. Are there pauses or long breaks in the person's sentences? \_\_\_\_\_ Yes ☐ No ☐
9. Is the person disorganized or confused? \_\_\_\_\_ Yes ☐ No ☐
10. Is the person talking to himself/herself? \_\_\_\_\_ Yes ☐ No ☐
11. Is the person hearing voices of unseen others? \_\_\_\_\_ Yes ☐ No ☐
12. Is the person asking you to listen to conversations with unseen others? \_\_\_\_\_ Yes ☐ No ☐
13. Is the person doing anything unusual? For example, standing in the same posture for a long time, or wearing unusual items of clothing. \_\_\_\_\_ Yes ☐ No ☐
14. Is the person smelling something unusual that is not smelt by others? \_\_\_\_\_ Yes ☐ No ☐
15. Is the person making bizarre references? \_\_\_\_\_ Yes ☐ No ☐
16. Does the person think they are being monitored, followed, or watched by unseen others?  
\_\_\_\_\_ Yes ☐ No ☐
17. Does the person think that unseen others are plotting against them? \_\_\_\_\_ Yes ☐ No ☐

## **Mendocino County Youth Project Service Agreement**





**REDWOOD QUALITY MANAGEMENT COMPANY  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2019 is by and between REDWOOD QUALITY MANAGEMENT COMPANY, hereinafter referred to as "RQMC", and MENDOCINO COUNTY YOUTH PROJECT hereinafter referred to as the "CONTRACTOR."

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, RQMC may retain independent contractors to perform special services to or for RQMC or any department thereof; and,

WHEREAS, RQMC desires to obtain CONTRACTOR Medi-Cal Specialty Mental Health services for Mendocino County Beneficiaries 24 and younger ("Services"); and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to RQMC.

NOW, THEREFORE it is agreed that RQMC does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Scope of Work
Exhibit A-1	Quality Management and Quality Improvement
Exhibit A-2	Specialty Mental Health
Exhibit A-3	Compliance and Documentation Standards
Exhibit B	Payment Terms
Exhibit B-1	Additional Fees
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination
Exhibit E	Certification Regarding Debarment, Suspension, and other Responsibility Matters - lower tier covered transactions
Exhibit F	Medi-Cal Data Privacy and Security Agreement
Exhibit G	Health Insurance Portability & Accountability Act (HIPAA)
Attachment 1	Disclosure of Ownership & Control Interest

The term of this Agreement shall be from July 1, 2019 through June 30, 2020.

The compensation payable to CONTRACTOR hereunder shall not exceed **Eight Hundred Thousand Dollars (\$800,000.00)** for the entire term specified in this contract.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Contract Administrator for RQMC

Tim Schraeder  
(Signature)

Name & Title: Tim Schraeder, CEO  
Redwood Quality Management Company

Date: 9.23.19

Contract Administrator for CONTRACTOR

[Signature]  
(Signature)

Name & Title: [Signature] E.S.

Federal Tax ID#: \_\_\_\_\_

Date: 9/27/19

COPY TO: Brian C. Carter, Esq.

Carter, Momsen & Knight, LLP

305 N. Main Street / P.O. Box 1709 Ukiah, CA, 9548



## GENERAL TERMS AND CONDITIONS

**1. INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of RQMC in any capacity what so ever, and RQMC shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold RQMC harmless for many and all liability which RQMC may incur because of Contractor's failure to pay such amounts. In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of RQMC.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of RQMC is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by RQMC agency concerned.

Notwithstanding the foregoing, if RQMC determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, RQMC may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.



**2. INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless RQMC, RQMC's County's Board of Supervisors, its officers, agents, and employees, from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of CONTRACTOR'S officers, directors, agents, employees or subcontractors.

RQMC shall defend, indemnify, and hold harmless CONTRACTOR, its officers, directors, agents, employees and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of RQMC's county's Board of Supervisors, officers, directors, agents, employees or volunteers.

It is the intention of RQMC and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, RQMC'S County's Board of Supervisors, and CONTRACTOR'S subcontractors. It is also the intention of RQMC and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, RQMC's County's Board of Supervisors and CONTRACTOR'S subcontractors."

**3. INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with RQMC maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

**4. WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from RQMC any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures they will comply with such provisions before commencing the performance of the work under this Agreement. CONTRACTOR shall furnish to RQMC certificates of insurance evidencing Workers' Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Worker's Compensation Insurance as required by Labor Code of the State of California for all of CONTRACTORS and sub-contractors' employees.



**5. CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold RQMC harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify RQMC by telephone. CONTRACTOR shall promptly submit to RQMC a written report, in such form as may be required by RQMC of all accidents which occur in connection with this Agreement.  
This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of RQMC's equipment, tools, material, or staff was involved.
- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to RQMC the opportunity to review and inspect such evidence, including the scene of the accident.

**6. PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If RQMC over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to RQMC, or at RQMC's option, permit RQMC to offset the amount of such overpayment against future payments owed to CONTRACTOR under this agreement or any other agreement.

In the event CONTRACTOR claims or receives payment for a service, reimbursement for which later is disallowed by RQMC, COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowed amount to RQMC upon request, or at RQMC's option, permit RQMC to offset the amount of such overpayment against future payments owed to CONTRACTOR under this agreement or any other agreement.

**7. TRAVEL EXPENSES:** CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.



**8. TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

**9. OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns RQMC and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by RQMC, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by RQMC to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants RQMC and any assignee of RQMC an express royalty - free license to retain and use said Documents and Materials. RQMC's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold RQMC harmless from any claims for infringement of patent or copyright arising out of such selection.

RQMC's rights under this 'Paragraph 9 shall not extend to any computer software used to create such Documents and Materials.

**10. CONFIDENTIALITY:** CONTRACTOR agrees to require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and Procedures, to assure that:

a. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this



State from the Federal Government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.

b. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

Contractor agrees to inform all its employees, agents, and partners of the above provisions and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

**11. MONITORING:** CONTRACTOR shall cooperate fully with any utilization review committee established by RQMC for the purpose of monitoring the accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals. RQMC will monitor the CONTRACTOR's compliance with the provisions of this contract and provide a corrective action plan if deficiencies are identified.

**12. GRIEVANCE PROCEDURE:** CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding the delivery of services. This system shall include notification to the recipients of their right to a state hearing.

**13. ABUSE REPORTING REQUIREMENTS:**

a. **CHILD ABUSE REPORTING REQUIREMENT:** CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165(k). This responsibility shall include:

- 1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Penal Code Section 11166, to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.
- 2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code 11166, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

b. **ADULT ABUSE REPORTING REQUIREMENT:** CONTRACTOR shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610 are reported to Adult Protective Services. This responsibility shall include:

- 1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Welfare and Institutions Code Section 15630



and 15632, to report adult abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.

- 2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report adult abuse under Welfare and Institutions Code Section 15630 and 15632, gain knowledge of, or reasonably suspect that an adult has been a victim of abuse or neglect.

**14. HIPAA COMPLIANCE:** CONTRACTOR agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act (HIPAA) and shall hold RQMC harmless from any sanctions received by the CONTRACTOR, to the extent permitted by law, for breach of these regulations.

CONTRACTOR also agrees: patients to whom services are rendered are third party beneficiaries of this section; to prohibit any unauthorized disclosures or use of protected information; to put in place appropriate safeguards ensuring only permitted uses and disclosures; to immediately report to RQMC reports of any unauthorized uses or disclosures; ensure that sub-contractors of CONTRACTOR agree to the provisions of this section; to consent to patient access to their own health information; to make protected information available to the Federal

Department of Health and Human Services as well as all internal compliance policies and procedures; to provide for the destruction of protected information upon agreement termination unless it must be retained to comply with another provision of law; and to ensure appropriate correction or amendment of records.

A failure by CONTRACTOR to adhere to these provisions shall result in agreement termination.

**15. ELIGIBILITY FOR SERVICES:** RQMC shall determine eligibility for receiving services under this agreement.

**16. CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

**17. NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.





First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

RQMC: Redwood Quality Management Co.  
PO Box 1449  
Ukiah, CA 95482  
Attn: Contracts

CONTRACTOR: Mendocino County Youth  
Project  
776 S State St #107  
Ukiah, CA 95482  
Attn: Contracts

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

At any time there has been a significant change, in CONTRACTOR's operations that would affect the adequacy and capacity of services, including the following:

- a) A decrease of 25 percent or more in services or providers available to beneficiaries;
- b) Changes in services available to beneficiaries or capacity to provide services;
- c) Changes in geographic service area;
- d) Composition of CONTRACTOR's organizational structure / ownership; or
- e) significant physical changes in CONTRACTOR's facility. (42 C.F.R. § 438.207(c).)



the CONTRACTOR shall notify RQMC in writing with details regarding the CONTRACTOR'S plan to ensure their current beneficiaries continue to have access to adequate services and providers.

The CONTRACTOR shall give beneficiaries notice of any significant change that affects their ability to access services at least 30 days before the intended effective date of the change.

**18. USE OF RQMC PROPERTY:** CONTRACTOR shall not use RQMC property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

**19. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:**

CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.

a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

b. CONTRACTOR shall, if requested to so do by RQMC, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

c. If requested to do so by RQMC, CONTRACTOR shall provide RQMC with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in paragraphs a through d (above) in each of its subcontracts.

**20. NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS FOR RECIPIENTS OF MENDOCINO COUNTY HEALTH & HUMAN SERVICES AGENCY:**

If applicable, under this agreement, the CONTRACTOR provides assistance or services to any applicant, client, participant or service recipient, hereinafter referred to as "recipient" of the Mendocino County



Health & Human Services Agency, the CONTRACTOR shall administer said assistance or service in compliance with the provisions of Exhibit D "Assurance of Compliance with the Mendocino County Health & Human Services Agency Nondiscrimination in State and Federally Assisted Programs" form and shall complete and submit to RQMC said form prior to providing said assistance or service under this agreement. CONTRACTOR shall not charge recipients for the use of interpreters and shall insure that recipients covered under the provisions of Exhibit D are not denied or delayed in receiving assistance or services available to the other recipients under this agreement.

**21. DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with RQMC's policy of maintaining a drug-free workplace.

Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any RQMC facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a RQMC facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of RQMC department/agency for which the agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

**22. ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

**23. COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with RQMC Executive Office.

**24. AUDITS; ACCESS TO RECORDS:** CONTRACTOR may be subject to audit, evaluation and inspection of any books, records, contracts, computer or electronic systems that pertain to any aspect of the services and activities performed, in accordance with 42 C.F.R. §§ 438.3(h) and 438.230 (c) (3). The CONTRACTOR shall make available to RQMC, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, another records or documents evidencing or relating to the expenditures and disbursements charged to RQMC, and shall furnish to RQMC, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as



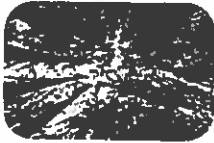
RQMC may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with RQMC requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within County of Mendocino, California, CONTRACTOR shall, upon request of RQMC, make such books and records available to RQMC for inspection at a location within County.

CONTRACTOR shall pay to RQMC the reasonable, and necessary costs incurred by RQMC in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The right to audit will exist for a period of 10 years from the final data of the contract period or from the date of completion of any audit, whichever is later. If the State, the Department of CMS, the United States Comptroller General or the HHS Inspector General Office of Inspector General) determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, the United States Comptroller General or the HHS Inspector General or their designees may inspect, evaluate, and audit the CONTRACTOR at any time. The CONTRACTOR shall make available at any time upon request all physical facilities or premises, equipment, books, records, documents, contracts, computer, or other electronic systems pertaining to "Medi-Cal activities and services furnished under the terms of this contract to authorized State or Federal government inspectors or their designees. The inspection shall occur at the CONTRACTOR's place of business, premises or physical facilities.

**25. DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to RQMC for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for Ten (10) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by RQMC), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for Ten (10) years following RQMC's last payment to CONTRACTOR under this Agreement.

**26. TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.



**27. TERMINATION:** RQMC has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR sixty (60) days prior written notice. In the event that RQMC should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services shall not exceed \$800,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

**28. NON APPROPRIATION:** If RQMC should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the services set forth in this Agreement, or other means of performing the same functions of such services, RQMC may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, RQMC shall remit payment for all products and services delivered to RQMC and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.

**29. CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by, and construed in accordance with , the laws of the State of California, and all laws and regulations pertaining to contractual obligations of the local Mental Health Plan (MHP) under this contract, excluding any laws that direct the application of another jurisdiction's laws. CONTRACTOR shall comply with all applicable Medicaid (MediCal) laws, regulations, including applicable sub-regulatory guidance and contract provisions.

**30. VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

**31. WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.



**32. ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of RQMC, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of RQMC in each instance.

**33. ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between RQMC and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

**34. HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

**35. MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

**36. ASSURANCE OF PERFORMANCE:** If at any time RQMC has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, RQMC may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to RQMC, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of RQMC's request and shall thereafter diligently commence and fully perform such written plan.

CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

CONTRACTOR agrees that unsatisfactory performance may result in full or partial revocation of the contract, delegated activities or obligations or other remedies as permitted by state and federal law.



**37. SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without RQMC's prior written approval.

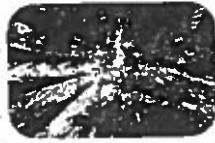
- a. Neither party shall, on the basis of this Agreement, contract on behalf of Or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- b. CONTRACTOR shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without RQMC's prior written approval.
- c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors. CONTRACTOR shall monitor the sub-contractor's compliance with provisions of the sub-contract and this contract and issue corrective action plans if needed.

**38. SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 9), and Conflict of Interest (Paragraph 16), shall survive termination or expiration for two (2) years.

**39. SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

**40. PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to RQMC under this Agreement infringe any patent, copyright or other proprietary right.

CONTRACTOR shall defend, indemnify and hold harmless RQMC of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.



- a. RQMC will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without RQMC's prior written consent, to any settlement, which would require RQMC to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
- b. If CONTRACTOR is obligated to defend RQMC pursuant to this Section 38 and fails to do so after reasonable notice from RQMC, RQMC may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to RQMC any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with RQMC's defense and/or settlement of such proceeding.
- c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for RQMC the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
- d. Notwithstanding this Section 38, RQMC retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

**41. OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this agreement.

The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

**42.COMMUNICATION:** CONTRACTOR shall notify RQMC of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of RQMC and/or the COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.

END OF GENERAL TERMS AND CONDITIONS

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**EXHIBIT A**

**SCOPE OF WORK**

CONTRACTOR agrees to submit reports as required this contract, perform the delegated activities and reporting responsibilities in compliance with the County Mental Health Plans contract obligation. CONTRACTOR will provide Specialty Mental Health Services to eligible Medi-Cal beneficiaries of Mendocino County within the Scope of Services defined in this contract. CONTRACTOR shall provide adult beneficiaries with the written information on advance directives. CONTRACTOR agrees to comply with all applicable Medicaid Laws, regulations, including sub-regulatory guidance and contract provisions, including the terms of the 1915(b) Waiver and Special Terms and Conditions.

**1. Definition of Service**

**TARGET POPULATION**

Mendocino County Youth Project (MCYP) targets and provides Mental Health Services to children ages 0-18 years and transition age youth (TAY) ages 19 to 24 years who have full-scope Medi-Cal and meet EPSDT criteria for specialty mental health services as delineated in Title IX, Chapter 11. MCYP also targets and provides preventative, educational and early intervention services to children ages 12 through 18 years through Mental Health Services Act Funding. MCYP also provides comprehensive outpatient services for Mendocino County children and youth who are not Medi-Cal insured, through various grants and contracts. MCYP is an approved provider through Beacon Health Strategies which offers outpatient mental health services to Medi-cal eligible clients of all ages who have low to moderate mental health needs.

**LOCATION of SERVICES**

MCYP provides outpatient mental health services in Ukiah and Fort Bragg, in our offices, in the schools and in the community including in client's homes when beneficial to the client. MCYP provides preventative, educational and early intervention services in Ukiah, Willits, Laytonville, Fort Bragg and Point Arena.

**SCOPE OF SERVICES**

**Specialty Mental Health**

MCYP provides a range of mental health services as delineated in Title IX, Chapter 11 to assist children and TAY youth to gain the social and functional skills necessary for appropriate development and social integration. MCYP incorporates family members into treatment when beneficial to the primary client. Services include: family therapy, individual therapy, group therapy, collateral, case management, group and individual rehabilitation, assessment, and plan development. Licensed Therapists, Interns, and Case Managers provide these services as allowable under the Title IX regulations. In Fiscal Year 2016/17 MCYP is expected to serve up to 180 Medi-cal clients.

*Specialty Mental Health Services for children and youth 0-18 Years*

MCYP is expected to serve 150 children in Fiscal Year 2016/17 in the target population consisting of children and youth up to age 18. Referrals generally come from families and



**EXHIBIT A-SCOPE OF WORK**

**Page 2**

the community at large, the Schools, the Department of Social Services, RQMC, Probation, Law Enforcement, Victim Witness and First Five. MCYP helps ensure that children ages 0-5 who have been screened to be at risk for developing more serious mental health problems receive appropriate early mental health intervention.

*Specialty Mental Health Services for Transitional Age Youth (TAY) 19-24 Years*

MCYP is expected to serve 30 TAY in Fiscal Year 2016/17. TAY are at high risk of homelessness or incarceration and in need of mental health services. Most TAY are referred by RC3 Crisis, RQMC, Probation the Department of Social Services, self-referred and other community based organizations who work with individuals who have a history of mental health needs.

**Preventative, Educational and Early Intervention (PEI)**

MCYP provides Preventative, Educational and Early Intervention (PEI) services through Mental Health Services Act Funding to children ages 12 through 18 years by addressing early signs and symptoms of distress and increasing awareness and early support. Services are based upon each schools assessed needs and the needs of the individual students. Reasons for referrals include such issues as emotional crisis, self-harm, grief/loss, abuse/neglect, pregnant or parenting teens, school failure, alcohol or drug abuse, and involvement in bullying on the campus for both victims and perpetrators. Services provided by paraprofessionals include interactive classroom education, small peer group discussions, brief counseling and early break assessments. Referrals are made to higher levels of care when appropriate. PEI Staff have incorporated a Signs of Safety perspective in their work and staff is receiving on-going training and consults from SOS Trainers. In Fiscal Year 2016/17 MCYP is expected to serve 1000 children through PEI.

**Evidenced Based Practices**

MCYP provides, when possible and clinically appropriate, specialty mental health treatment that includes the following evidence-based practices: Cognitive Behavioral Therapy, Parent Child Interactive Therapy (PCIT), Trauma-Focused Cognitive Behavioral Treatment (TF-CBT), Alternatives for Families-CBT (AF-CBT), Motivational Interviewing (MI), and Positive Parenting Program (Triple P). Clinicians at MCYP have the requisite training needed to provide these services. Adjunctive modalities include Sand Tray, Somatic Therapy, Play Therapy and Art.

**Mental Health Services for Medi-cal and Non Medi-cal Recipients**

MCYP offers a range of programs that are available to qualifying recipients who are Medi-cal or non-Medi-cal eligible.



**EXHIBIT A-SCOPE OF WORK**

**Page 3**

- A. An intensive outpatient dual diagnosis adolescent treatment program for youth who are on probation and are enrolled in New Beginnings Program and School.
- B. Mental health services to youth through age 18 who are placed in Juvenile Hall. Funding is through Juvenile Probation. Youth may be eligible for Medi-cal Services if adjudicated and awaiting placement. After exiting Juvenile Hall most youth continue to be served by MCYP through other programs.
- C. Specialized outpatient mental health treatment program for children and youth under age 18 who are victims/witnesses of violence or abuse, have witnessed violence or have experienced bullying in school.
- D. Specialized outpatient mental health treatment program for children and youth under age 18 who are victims of child sexual abuse or whose sibling has been a victim of sexual abuse.
- E. Outpatient mental health services for youth, ages 18-24 years who qualify for AB 12 services. Services include shelter in Levine House, a six bed, short term residence with on-site skills development, prevention and intervention services in a supportive environment. Purpose is to avoid hospitalization or transition youth from hospitalization, group home, foster home or homelessness toward stable housing and independent living in the community.
- F. Special events such as the Youth Action Party, Music for Motivation Performance Series, and the Youth Art Show offer youth healthy choices and alternatives to using drugs and alcohol.
- G. MCYP provides drug and alcohol classes to youth ages 12-18 years who are first time offenders as an alternative to court imposed fines and loss of driving privileges. Foundations Program is funded by Juvenile Probation.
- H. Twenty-Four Hour Crisis Response is provided county wide to youth ages 12 through 18 who are in need of immediate support. Paraprofessionals provide brief counseling, link youth to respite, higher levels of care and other services as the need indicates. Crisis response services are funded by the Federal Youth Service Bureau.
- I. MCYP serves clients in special education. MCYP abides by policies and procedures developed in accordance with Mendocino County Office of Education in order to provide services for youth whose Individualized Education Plan includes the need for specialized mental health services. Services are delivered in the schools, in the community and the offices of MCYP.

**Cultural Competency**

MCYP strives to hire Therapists and other staff who are bilingual in Spanish and who are Latino, and Native American, the two largest minority population groups in Mendocino

## Page 4

## 2. Availability and Accessibility of Services

a. CONTRACTOR shall provide adequate access to all services covered under this contract, taking into consideration all of the following:

- If CONTRACTOR determines that it is unable to provide access to all services covered under this contract, CONTRACTOR shall notify RQMC in writing detailing the area and/or services CONTRACTOR is unable to fulfill under this contract. CONTRACTOR shall work with RQMC to develop a plan for the provision of needed access and/or services to meet the MHP requirements set forth in this contract that CONTRACTOR has identified it cannot fulfill.

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**EXHIBIT A-1**

**QUALITY MANAGEMENT AND QUALITY IMPROVEMENT**

**A. Quality Management**

CONTRACTOR shall adhere to the Quality Management program which defines the structure and operational processes, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) of improvement.

RQMC shall conduct performance monitoring activities throughout CONTRACTOR'S operations. These activities shall include, but are not be limited to, beneficiary system outcomes, utilization management, utilization review, subcontractor appeals, credentialing, and monitoring and resolution of beneficiary grievances. RQMC will provide information and training and agencies are required to pass these onto relevant staff and providers. CONTRACTOR will provide RQMC with evidence of trainings.

CONTRACTOR shall resolve any identified service delivery problems and take effective action when improvement is required or desired. RQMC shall be notified by CONTRACTOR of any service delivery problems and the steps being taken by CONTRACTOR to resolve the identified problem.

CONTRACTOR shall provide links to the County of their list of individual provider staff and maintain a current list of the individual provider staff on their website(s).

CONTRACTOR shall participate in the County and State required beneficiary/family satisfaction surveys, including but not limited to CSQ4, County Client Satisfaction Survey, and Consumer Perception Survey. CONTRACTOR shall submit all surveys by the due date. CONTRACTOR shall work with RQMC to use the data to identify trends and opportunities for improvement.

CONTRACTOR shall adhere to the County and MHP requirements with beneficiary grievances, appeals, fair hearings, and change of provider request. CONTRACTOR shall provide RQMC original copies of beneficiary grievances, appeals, fair hearings, and change of subcontractor request. RQMC will work with CONTRACTOR, as appropriate, to resolve all beneficiary problem resolution matters.



If CONTRACTOR is not in compliance RQMC will start the corrective action process. RQMC shall continue to work with CONTRACTOR until CONTRACTOR is in compliance with the requirement or CONTRACTOR services have been terminated.

CONTRACTOR agrees to comply will all applicable Medicaid laws, regulations and contract provisions, including the terms of the 1915(b) Waiver any Special Terms and Conditions, and all county information notices.

CONTRACTOR shall assure that all relevant cultural and linguistic standards of care are incorporated into service delivery.

CONTRACTOR shall participate in the Department of Health Care Services reviews. In preparation for reviews, CONTRACTOR shall provide RQMC all requested information and data to maintain compliance. Information and data may be requested monthly to remain in compliance with set standards.

**B. Quality Improvement**

At the request of RQMC, CONTRACTOR shall participate in the External Quality Review (EQR) annually. In preparation for the review, CONTRACTOR shall provide RQMC all requested information and data to complete the EQR requirements. EQR focus areas are categorized as follows:

- a. Service delivery capacity
- b. Service delivery system and meaningful clinical issues
- c. Service accessibility
- d. Continuity of care and coordination of care
- e. Beneficiary satisfaction

CONTRACTOR shall use RQMC approved clinical documentation and forms. CONTRACTOR shall obtain approval from RQMC before using a new clinical documentation or form that would be subject to review or audit by the State of California or Federal Government. Failure by CONTRACTOR to obtain RQMC approval may result in the inability of CONTRACTOR to bill for services.

RQMC shall conduct regular clinical chart and treatment authorization reviews. CONTRACTOR will make available, for purposes of a review, evaluation or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to Medi-Cal beneficiaries. RQMC shall notify CONTRACTOR in writing the results of the review. Corrective Action Plans shall be issued for any items found out of compliance during chart reviews.

**[END OF EXHIBIT A-1]**

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**EXHIBIT A-2**

**SPECIALTY MENTAL HEALTH SERVICES**

**A. Cultural Competence**

CONTRACTOR shall submit to RQMC copies of agendas, sign-in sheets, handouts, and flyers, for cultural competency training and other trainings provided to CONTRACTOR staff as occurs.

**B. Assure Consumer Rights**

CONTRACTOR shall assure that the screening of a consumer for a treatment or service program shall not result in the consumer being deprived of any rights, privileges, or benefits which are guaranteed to individuals by state or federal law. CONTRACTOR shall assure that services are provided in a safe, sanitary, least restrictive and humane environment. All consumers shall have the right to be treated with dignity and respect by CONTRACTOR. CONTRACTOR shall work with the Patient's Rights Advocate contracted by County to assure proper client interactions and interventions.

**C. Maintain Client Records**

CONTRACTOR shall maintain client records. CONTRACTOR shall identify a compliance officer that is responsible for maintaining the integrity of the clients' health care information. Records shall be organized in a systematic fashion and stored according to licensing/regulatory standards. Individual and aggregate records shall be accessible to clinicians, the Quality Management process, RQMC and Mendocino County BHRS. Records that are released to proper authorities, individuals, and others shall be released only with an appropriately signed Release of Information (ROI). CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County BHRS requirements for client confidentiality and record security.

**D. Provide Access to Quality Care**

RQMC operates a "no wrong door" Access System to provide services. No wrong door access means that community members in need of services can be presented at any contracted Mendocino County mental health service program and receive help or services. More importantly the client will be engaged and assisted to meet his/her needs.

If requested, Medi-Cal beneficiaries shall receive a screening and, if initial screening indicates, shall receive further assessment. A Notice of Adverse Benefit Determination (NOABD) shall be provided to all beneficiaries who, upon initial screening or assessment, do not meet





medical necessity criteria. A copy of the NOABD shall be provided to the county and RQMC. Initial intake screening, assessment, and plan development services shall be readily available in both English and Spanish. Additional resources shall be utilized to accommodate client and families need for services and documents to be provided in their native language. This same accommodation shall be made for those beneficiaries with disabilities.

Clients shall be provided with required information pamphlets that include Client Rights, Privacy and Grievance Policy, and an EPSDT Membership Handbook.

**Target Mental Health Population:** The target population shall consist of Mendocino County Medi-Cal beneficiaries, ages 0 to 24, who meet medical necessity criteria for Mendocino County MHP reimbursement as defined in Title IX, Article 2, Section 1830.205 and 1830.210.

**Mental Health Services:** Services shall include a comprehensive array of services that address a beneficiary's mental health needs. Interventions shall be: individualized and designed to diminish impairments and prevent significant deterioration; culturally competent and appropriate services, which are sensitive and responsive to cultural and gender differences and special needs; and, delivered without regard to race, religion, national origin, gender, physical disability, or sexual orientation. Beneficiaries shall receive services in accordance with their level of medical necessity and the unique needs. Services shall be guided by an individualized client treatment plan, which shall be reviewed and revised annually.

Services shall be available in person, on the phone, and/or through telecommunication. Services shall be timely and accessible, and delivered by licensed/waivered staff, mental health professionals who are credentialed according to state requirements, and/or non-licensed staff. Services shall be provided by or under the direction of mental health professionals functioning within the scope of their professional license and applicable state law. Transport services shall be available as needed.

Beneficiaries shall be linked to physical health care, dental services, benefits, employment, schools, training, transportation, SUDT, and other non-mental health services as needed. Services shall also be coordinated with FQHC/Rural Health Clinic (RHC), Probation, and HHSA, as needed. Beneficiaries receiving mental health services shall be supported to receive health care at community health care organizations, and CONTRACTOR shall ensure that ROI promote integrated health care services. Beneficiaries shall be assisted with applying for and maintaining housing. Services shall be reviewed regularly to ensure client access to appropriate care for mental health and physical health needs.





EXHIBIT A-3

COMPLIANCE AND DOCUMENTATION STANDARDS

- A. All contracted individual, group, and organizational providers utilized by the Mendocino County MHP must remain in compliance with the documentation standards requirements as per Title 9 regulations. Please refer to DHCS Annual Protocol for Consolidated Specialty Mental Health Services and Other Funded Services for FY 19-20 which will be replaced annually when that protocol is made available.
- B. All contracted organizational providers must be certified and recertified according to Title 9 regulations. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a head of service during the period of exclusion.

Each contracted agency must verify that all new and current providers are not on the Federal and State Data bases for exclusion. The Exclusion Lists include:

- a) the Social Security Administration's Death Master File;
- b) the National Plan and Provider Enumeration System (NPPES);
- c) the Office of Inspector General (OIG) Excluded Individuals/Entities (LEIE) List;
- d) The Systems Award Management (SAM);
- e) and Medi-Cal List of Suspended or Ineligible Providers. (42 C.F.R. §438.602(d).)

If a provider who serves a Mendocino County beneficiary is found to be on the list the contract agency will institute an immediate cessation of services, an immediate notification to RQMC, and an immediate prevention of the filing of claims provided by the excluded provider.

- C. All documents must be legible.
- D. Documentation must substantiate and support the service activity that was provided:
  - o Example: *Staff member accompanies client on an outing to a baseball game. The client's diagnosis is ADHD. The goal in this outing is to assist the client in focusing her attention on the game, decrease her tendency to be intrusive, and speak out of turn and butting into others' conversation. The staff member provided rehabilitative service during the activity by redirecting the client when she started to get up out of her assigned seat every other minute and providing positive feedback, verbal kudos, while role modeling and coaching "turn-taking" with other pro-social behaviors with the client. Staff member only claimed for that amount of time she provided rehabilitative services; staff cannot claim for non-treatment time if they choose to remain with the child/youth during non-treatment time. (Scott-Lee, EPSDT Chart Documentation Manual, 2007, p. 14.)"*



- E. All entries into a beneficiary's medical record must include the date of service, the signature of the person providing the service, the person's type of professional degree, licensure or job title, the relevant identification number if applicable, and the date the documentation was entered in the medical record.
- F. When applicable there must be documentation that services were offered in an alternative format or that cultural-specific or linguistic services are offered, and/or services are provided in the beneficiary's preferred language.

**Requirements for Service Requests:**

- A. All new clients who are Mendocino County Medi-Cal beneficiaries will be eligible for a mental health assessment. RQMC will follow Authorization processes outlined in MHSUD Information Notice (IN) 19-026 AUTHORIZATION OF SPECIALTY MENTAL HEALTH SERVICES.
  - i. Mendocino County or its representative, may not require prior authorizations for the following services or service activities:
    - Mental Health Services (including Assessment, Plan Development);
    - Targeted Case Management;
    - Intensive Care & Coordination;
    - Crisis Intervention;
    - Crisis Stabilization; and,
    - Medication Support Services
  - i. For qualifying young adults under age 21 with medical necessity, CONTRACTOR will request, through a Treatment Authorization Request (TAR) prior authorization for the following services:
    - Intensive Home-Based Services;
    - Day Treatment Intensive;
    - Day Rehabilitation
    - Therapeutic Behavioral Services; and,
    - Therapeutic Foster Care Services.
- B. When the assessment is completed and the beneficiary is found to meet medical necessity, the Assessment and Client Plan is submitted to RQMC for review and approval of the beneficiary's Client Plan prior to mental health services provided by CONTRACTOR's mental health staff. This approval of the beneficiary's client plan will be for a sixty (60) day period.
- C. CONTRACTOR will submit for each beneficiary, the following documents:
  - i. *Consent to Treat* signed and dated by client and legal guardian. This consent is active for 365 days, must be active for the entirety of the request time frame, and must be updated at least annually.



- i. *Bio-psychosocial Assessment* which meets all Title IX requirements and is signed and dated by a certified provider. The Bio-psychosocial Assessment is valid for 365 days and must be updated annually.
- ii. *Client Plan* with measurable objectives, meeting all Title IX requirements, signed and dated by the provider, guardian, and client. Client Plan is valid for 365 days, must be reviewed for continued relevance at least every six months, revised when needed (annually at a minimum), and must be active during the full course of a service request period.
  - The plan must document the involvement of client/guardian in the development of the plan.
  - The plan must contain specific, observable and/or specific/quantifiable goals/treatment objectives related to the beneficiary's mental health needs and functional impairments as a result of the mental health diagnosis.
  - The plan must include the proposed types of intervention/modality including a detailed description of the intervention to be provided, as well as the proposed frequency and duration of the interventions.
  - If Medication is prescribed, the name of the Medication Manager

Client Plan services will be authorized for a six (6) month treatment cycle or a one (1) year treatment cycle, per the Mendocino County MHP. Day Treatment Intensive will be authorized for a ninety (90) day treatment cycle.

**Timeliness Requirements:**

- A. CONTRACTOR will ensure timely access to services.
  - i. CONTRACTOR will ensure date of first assessment service is within 10 business days from date of referral.
  - ii. CONTRACTOR will use best practice to ensure date of first treatment service is within 45 days from date of referral.
- B. CONTRACTOR will ensure progress notes are submitted within 7 days from date of service.
- C. CONTRACTOR will review and approve progress notes within 7 days of submission.

**Therapeutic Behavioral Services (TBS) for Mendocino County beneficiaries up to age 21 only:**

Mendocino County clients who meet the eligibility requirements for TBS will receive authorization for the first thirty (30) days when requested. TBS services require prior authorization and requests for services can be either submitted on a Treatment Authorization Request (TAR) or a referral for services from the MHP. During this time a TBS Assessment and Plan will be developed and submitted with a signed and dated Client Plan that documents that TBS will be provided along with other mental health services. Subsequent TBS authorizations will be for a sixty (60) day period of time. After the first thirty (30) day period, RQMC and MHP

Specific requirements for Katie A for Mendocino County beneficiaries up to age 21 only:

- END OF EXHIBIT A-3]**

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**EXHIBIT B- PAYMENT TERMS**

RQMC will pay CONTRACTOR as per the following instructions:

- A. Payment may be requested for the services identified in this Agreement based on documented medical and service necessity and as authorized by RQMC.
- B. Each service invoiced to RQMC must have appropriate signed and dated progress notes entered into the EHR describing how the intervention provided reduced impairment, restored functioning, or prevented significant deterioration in an important area of life functioning outlined in the client plan.
- C. Progress notes are required as follows:
  - a. For Each Individual Service Provided
    - i. Specialty Mental Health Services
    - ii. Intensive Home Based Services
    - iii. Case Management
    - iv. Therapeutic Behavioral Services
    - v. Crisis Intervention
    - vi. Therapeutic Foster Care
- D. CONTRACTOR must have means of routinely verifying that services reimbursed were actually provided. For coverage of services and payment of claims under this Contract, CONTRACTOR shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse. As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606 and 438.608, and 438.610. (42 C.F.R. § 438.600(b).
- E. CONTRACTOR will not be reimbursed for unauthorized services. RQMC will be responsible for service authorization and payment only for service months during which the consumer has Medi-Cal assigned to the Mendocino County Code. If county of beneficiary is changed during the course of treatment, authorization and payment responsibilities transfer to the new county of beneficiary.
- F. Rate setting and payment shall be consistent with federal and state statute, regulations, and with RQMC contract. These rates are presently:
 

a.	Mental Health Services	\$2.61 per minute
b.	Intensive Home Based Services	\$2.61per minute
c.	Case Management, Brokerage	\$2.35 per minute
d.	Intensive Care Coordination	\$2.35 per minute
e.	Therapeutic Behavioral Services	\$2.61 per minute
f.	Crisis Intervention	\$5.40 per minute
g.	Therapeutic Foster Care	\$125.00 per day



- G. Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, and claim submissions consistent with State and Federal requirements.
- H. CONTRACTOR, shall submit a weekly invoice summary that corresponds to the appropriate EDI billing detail in the EHR within 7 days of the EDI billing drop, accompanied by any documents requested by RQMC or designee.
- I. CONTRACTOR shall ensure Specialty Mental Health Medi-Cal Services in EDI billing are no later than thirty (30) days after the end of the month during which services were rendered (i.e. EDI billing for services rendered in May would be due by June 30). Claims for services submitted by CONTRACTOR in excess of this timeframe shall be reviewed for justification regarding late submission.
- J. RQMC will process payment for invoices within 14 days from date of receipt.
- K. CONTRACTOR will cooperate with RQMC process for submitting the unit of service data for Medi-Cal billing in the required timeline. A signed paid certification of claim shall be submitted at time payment is received.
- L. RQMC shall pay CONTRACTOR consistent with the certified public expenditure process required by 42 CFR 433.51.
- M. The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by Mendocino County Mental Health Plan (MHP). Cost Report shall be completed by CONTRACTOR and submitted to RQMC by Oct 1, 2018. Payment shall be required by either RQMC or CONTRACTOR within sixty (60) days of settlement or as otherwise mutually agreed.
- N. CONTRACTOR will provide an annual budget and submit required financial information to RQMC monthly. CONTRACTOR agrees that a monthly Expenditure Report will be submitted to the County by RQMC each month.
- O. CONTRACTOR must comply with all policies, procedures, letters and notices of the County of Mendocino Mental Health Plan and California Department of Health Care Services and agrees to utilize the funds for client care services and exclude the use of funds for lobbying or other administrative activities not related to the delivery of services under the Mental Health plan.

**Audits:**

- A. CONTRACTOR shall comply with RQMC, State, or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings.
- B. CONTRACTOR and RQMC shall each be responsible for any audit exceptions or disallowances on their part.
- C. RQMC shall not withhold payment from CONTRACTOR for exceptions or disallowances for which RQMC is financially responsible, consistent with Welfare and Institutions Code 5778 (b)(4).





The compensation payable to CONTRACTOR hereunder shall not exceed **Eight Hundred Thousand Dollars (\$800,000)** for the term of this Agreement.

[End of EXHIBIT B]

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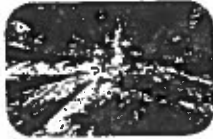
**CONTRACTOR shall pay RQMC a per the following instructions:**

A. RQMC will invoice CONTRACTOR on a monthly basis for the use of administrative support for the EHR EXYM

B. CONTRACTOR agrees to pay RQMC a monthly fee based on the total number of users, at a flat rate of Forty-Seven Dollars (\$47) per each individual user.

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**EXHIBIT D - Contractor Assurance of Non-Discrimination**


**NAME OF CONTRACTOR \_MENDOCINO COUNTY YOUTH PROJECT**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 - 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Aiutorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 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, sexual orientation, color, disability, medical condition, national origin, race, ancestry, 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 GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

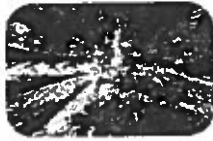
BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

9/27/19  
Date

  
Contractor Signature

[End of EXHIBIT D]

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**EXHIBIT E - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS- LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and(d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Scanna Olson

(Type Name)

Ed

(Title)

[Signature]

(Signature)

**MENDOCINO COUNTY YOUTH PROJECT**

(Organization Name)

770 S. State St. #100 Ukiah

(Organization Address)

7/2/11

(Date)

[End of EXHIBIT E]

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**EXHIBIT F - MEDI-CAL DATA PRIVACY AND SECURITY AGREEMENT**

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII). Medi-Cal PII is information directly obtained in the course of performing an administrative function behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

**AGREEMENTS:**

NOW THEREFORE, RQMC and the Contractor mutually agree as follows:

**I. Privacy and Confidentiality**

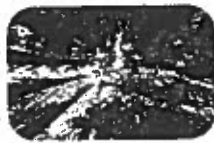
- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et seq, or as required by law.
- B. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.
- C. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- D. Contractor and/or their personnel who access disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

**II. Employee Training and Discipline**

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws.

Contractor shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who



intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records

with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

### III. Management Oversight and Monitoring

The Contractor agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

### IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi- Cal PII.

### V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require RQMC Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.





- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

#### VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link:  
[www.pd.dgs.ca.gov/masters/EncryptionSoftware.html](http://www.pd.dgs.ca.gov/masters/EncryptionSoftware.html). The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a newest anti-virus definition/software release is available.
- G. Ensure that all



workstations, laptops and other systems that process and/or store Medi-Cal PII has current security patches applied and up-to-date.

- G. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- H. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

#### VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII log. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.



VIII. Audit Controls

- A. Contractor agrees to an annual system security review by the RQMC to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

IX. Paper Document Controls

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

X. Notification and Investigation of Breaches

The Contractor agrees to:

- A. Notify John Martire, Chief Welfare Investigator, at 467-5856.

XI. Assessments and Reviews

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the RQMC, in order to perform assessments and reviews.

XII. Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

[End of EXHIBIT F]

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**Exhibit G - Health Insurance Portability & Accountability Act (HIPAA)**

CONTRACTOR agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act (HIPAA) and shall hold RQMC harmless from any sanctions received by the CONTRACTOR, to the extent permitted by law, for breach of these regulations. CONTRACTOR also agrees: patients to whom services are rendered are third-party beneficiaries of this section; to prohibit any unauthorized disclosures or use of protected information; to put in place appropriate safeguards ensuring only permitted uses and disclosures; to immediately report to RQMC reports of any unauthorized uses or disclosures; ensure that sub-contractors of CONTRACTOR agree to the provisions of this section; to consent to patient access to their own health information; to make protected information available to the Federal Department of Health and Human Services as well as all internal compliance policies and procedures; to provide for the destruction of protected information upon agreement termination unless it must be retained to comply with another provision of law; and to ensure appropriate correction or amendment of records. A failure by CONTRACTOR to adhere to these provisions shall result in agreement termination.

[End of EXHIBIT G]

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## **Tapestry Family Services (BHRS) Service Agreement**



**REDWOOD QUALITY MANAGEMENT COMPANY  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2019 is by and between REDWOOD QUALITY MANAGEMENT COMPANY, hereinafter referred to as "RQMC", and TAPESTRY FAMILY SERVICES hereinafter referred to as the "CONTRACTOR."

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, RQMC may retain independent contractors to perform special services to or for RQMC or any department thereof; and,

WHEREAS, RQMC desires to obtain CONTRACTOR Medi-Cal Specialty Mental Health services for Mendocino County Beneficiaries ages 0-24 ("Services"); and,

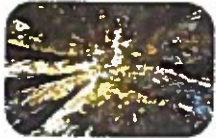
WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to RQMC.

NOW, THEREFORE it is agreed that RQMC does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- |              |   |
|--------------|---|
| Exhibit A    | Scope of Work   |
| Exhibit A-1  | Quality Management and Quality Improvement  |
| Exhibit A-2  | Specialty Mental Health   |
| Exhibit A-3  | Compliance and Documentation Standards  |
| Exhibit B    | Payment Terms   |
| Exhibit B-1  | Additional Fees   |
| Exhibit C    | Insurance Requirements  |
| Exhibit D    | Assurance of Compliance with Nondiscrimination  |
| Exhibit E    | Certification Regarding Debarment, Suspension, and other Responsibility Matters - lower tier covered transactions |
| Exhibit F    | Medi-Cal Data Privacy and Security Agreement  |
| Exhibit G    | Health Insurance Portability & Accountability Act (HIPAA)   |
| Attachment 1 | Disclosure of Ownership & Control Interest  |

The term of this Agreement shall be from July 1, 2019 through June 30, 2020.

The compensation payable to CONTRACTOR hereunder shall not exceed **Two Million Dollars (\$2,000,000.00)** for the entire term specified in this contract.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Contract Administrator for RQMC

(Signature)

Name & Title: Tim Schraeder, CEO

Redwood Quality Management Company

Date: 8-22-19

Contract Administrator for CONTRACTOR

(Signature)

Name & Title: Natalie Shepard ED

Federal Tax ID#: \_\_\_\_\_

Date: 8-22-19

COPY TO: Brian C. Carter, Esq.

Carter, Momsen & Knight, LLP

305 N. Main Street / P.O. Box 1709 Ukiah, CA, 9548



## GENERAL TERMS AND CONDITIONS

**1. INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of RQMC in any capacity what so ever, and RQMC shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold RQMC harmless for many and all liability which RQMC may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of RQMC.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of RQMC is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by RQMC agency concerned.

Notwithstanding the foregoing, if RQMC determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, RQMC may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR Hereunder federal and state income taxes and pay said sums to the federal and state governments.





**2. INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless RQMC, RQMC's County's Board of Supervisors, its officers, agents, and employees, from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of CONTRACTOR'S officers, directors, agents, employees or subcontractors.

RQMC shall defend, indemnify, and hold harmless CONTRACTOR, its officers, directors, agents, employees and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts or omissions of RQMC's county's Board of Supervisors, officers, directors, agents, employees or volunteers.

It is the intention of RQMC and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, RQMC'S County's Board of Supervisors, and CONTRACTOR'S subcontractors. It is also the intention of RQMC and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, RQMC's County's Board of Supervisors and CONTRACTOR'S subcontractors."

**3. INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with RQMC maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

**4. WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers 'Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from RQMC any costs, settlements, or expenses of Workers 'Compensation claims arising out of this Agreement.

CONTRACTOR affirms that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures the they will comply with such provisions before commencing the performance of the work under this Agreement. CONTRACTOR shall furnish to RQMC certificates of insurance evidencing Workers' Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Worker's Compensation Insurance as required by Labor Code of the State of California for all of CONTRACTORS and sub-contractors' employees.



**5. CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold RQMC harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify RQMC by telephone. CONTRACTOR shall promptly submit to RQMC a written report, in such form as may be required by RQMC of all accidents which occur in connection with this Agreement.  
  
This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of RQMC's equipment, tools, material, or staff was involved.
- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to RQMC the opportunity to review and inspect such evidence, including the scene of the accident.

**6. PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If RQMC over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to RQMC, or at RQMC's option, permit RQMC to offset the amount of such overpayment against future payments owed to CONTRACTOR under this agreement or any other agreement.

In the event CONTRACTOR claims or receives payment for a service, reimbursement for which later is disallowed by RQMC, COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowed amount to RQMC upon request, or at RQMC's option, permit RQMC to offset the amount of such overpayment against future payments owed to CONTRACTOR under this agreement or any other agreement.

**7. TRAVEL EXPENSES:** CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.



**8. TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

**9. OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns RQMC and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by RQMC, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by RQMC to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants RQMC and any assignee of RQMC an express royalty - free license to retain and use said Documents and Materials. RQMC's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold RQMC harmless from any claims for infringement of patent or copyright arising out of such selection.

RQMC's rights under this Paragraph 9 shall not extend to any computer software used to create such Documents and Materials.

**10. CONFIDENTIALITY:** CONTRACTOR agrees to require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and Procedures, to assure that:

- a. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this



State from the Federal Government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.

b. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

Contractor agrees to inform all its employees, agents, and partners of the above provisions and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

**11. MONITORING:** CONTRACTOR shall cooperate fully with any utilization review committee established by RQMC for the purpose of monitoring the accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals. RQMC will monitor the CONTRACTOR's compliance with the provisions of this contract and provide a corrective action plan if deficiencies are identified.

**12. GRIEVANCE PROCEDURE:** CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding the delivery of services. This system shall include notification to the recipients of their right to a state hearing.

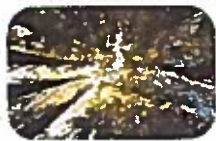
**13. ABUSE REPORTING REQUIREMENTS:**

a. CHILD ABUSE REPORTING REQUIREMENT: CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165(k). This responsibility shall include:

- 1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Penal Code Section 11166, to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.
- 2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code 11166, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

b. ADULT ABUSE REPORTING REQUIREMENT: CONTRACTOR shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610 are reported to Adult Protective Services. This responsibility shall include:

- 1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Welfare and Institutions Code Section 15630



and 15632, to report adult abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.

- 2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report adult abuse under Welfare and Institutions Code Section 15630 and 15632, gain knowledge of, or reasonably suspect that an adult has been a victim of abuse or neglect.

**14. HIPAA COMPLIANCE:** CONTRACTOR agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act (HIPAA) and shall hold RQMC harmless from any sanctions received by the CONTRACTOR, to the extent permitted by law, for breach of these regulations.

CONTRACTOR also agrees: patients to whom services are rendered are third party beneficiaries of this section; to prohibit any unauthorized disclosures or use of protected information; to put in place appropriate safeguards ensuring only permitted uses and disclosures; to immediately report to RQMC reports of any unauthorized uses or disclosures; ensure that sub-contractors of CONTRACTOR agree to the provisions of this section; to consent to patient access to their own health information; to make protected information available to the Federal

Department of Health and Human Services as well as all internal compliance policies and procedures; to provide for the destruction of protected information upon agreement termination unless it must be retained to comply with another provision of law; and to ensure appropriate correction or amendment of records.

A failure by CONTRACTOR to adhere to these provisions shall result in agreement termination.

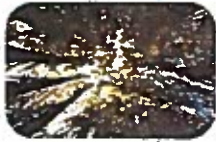
**15. ELIGIBILITY FOR SERVICES:** RQMC shall determine eligibility for receiving services under this agreement.

**16. CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

**17. NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.





First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

RQMC: Redwood Quality Management Co.  
350 E Gobbi  
Ukiah, CA 95482  
Attn: Contracts

CONTRACTOR: Tapestry Family Services  
290 E Gobbi  
Ukiah, Ca 95482  
Attn: Contracts

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

At any time there has been a significant change, in CONTRACTOR's operations that would affect the adequacy and capacity of services, including the following:

- a) A decrease of 25 percent or more in services or providers available to beneficiaries;
- b) Changes in services available to beneficiaries or capacity to provide services;
- c) Changes in geographic service area;
- d) Composition of CONTRACTOR's organizational structure / ownership; or
- e) significant physical changes in CONTRACTOR's facility. (42 C.F.R. § 438.207(c).)



the CONTRACTOR shall notify RQMC in writing with details regarding the CONTRACTOR'S plan to ensure their current beneficiaries continue to have access to adequate services and providers.

The CONTRACTOR shall give beneficiaries notice of any significant change that affects their ability to access services at least 30 days before the intended effective date of the change.

**18. USE OF RQMC PROPERTY:** CONTRACTOR shall not use RQMC property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

**19. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:**

CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.

a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

b. CONTRACTOR shall, if requested to so do by RQMC, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

c. If requested to do so by RQMC, CONTRACTOR shall provide RQMC with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in paragraphs a through d (above) in each of its subcontracts.

**20. NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS FOR RECIPIENTS OF MENDOCINO COUNTY HEALTH & HUMAN SERVICES AGENCY:**

If applicable, under this agreement, the CONTRACTOR provides assistance or services to any applicant, client, participant or service recipient, hereinafter referred to as "recipient" of the Mendocino County Health & Human Services Agency, the CONTRACTOR shall administer said assistance or service



in compliance with the provisions of Exhibit D "Assurance of Compliance with the Mendocino County Health & Human Services Agency Nondiscrimination in State and Federally Assisted Programs" form and shall complete and submit to RQMC said form prior to providing said assistance or service under this agreement. CONTRACTOR shall not charge recipients for the use of interpreters and shall insure that recipients covered under the provisions of Exhibit D are not denied or delayed in receiving assistance or services available to the other recipients under this agreement.

**21. DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with RQMC's policy of maintaining a drug-free workplace.

Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any RQMC facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a RQMC facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of RQMC department/agency for which the agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

**22. ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

**23. COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with RQMC Executive Office.

**24. AUDITS; ACCESS TO RECORDS:** CONTRACTOR may be subject to audit, evaluation and inspection of any books, records, contracts, computer or electronic systems that pertain to any aspect of the services and activities performed, in accordance with 42 C.F.R. §§ 438.3(h) and 438.230 (c) (3). The CONTRACTOR shall make available to RQMC, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, another records or documents evidencing or relating to the expenditures and disbursements charged to RQMC, and shall furnish to RQMC, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as RQMC may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.





The CONTRACTOR shall maintain full and adequate records in accordance with RQMC requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within County of Mendocino, California, CONTRACTOR shall, upon request of RQMC, make such books and records available to RQMC for inspection at a location within County.

CONTRACTOR shall pay to RQMC the reasonable, and necessary costs incurred by RQMC in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The right to audit will exist for a period of 10 years from the final data of the contract period or from the date of completion of any audit, whichever is later. If the State, the Department of CMS, the United States Comptroller General or the HHS Inspector General Office of Inspector General) determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, the United States Comptroller General or the HHS Inspector General or their designees may inspect, evaluate, and audit the CONTRACTOR at any time. The CONTRACTOR shall make available at any time upon request all physical facilities or premises, equipment, books, records, documents, contracts, computer, or other electronic systems pertaining to "Medi-Cal activities and services furnished under the terms of this contract to authorized State or Federal government inspectors or their designees. The inspection shall occur at the CONTRACTOR's place of business, premises or physical facilities.

**25. DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to RQMC for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for Ten (10) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by RQMC), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for Ten (10) years following RQMC's last payment to CONTRACTOR under this Agreement.

**26. TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

**27. TERMINATION:** RQMC has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR sixty (60) days prior written notice. In the event that RQMC should abandon,



terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services shall not exceed \$2,000,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

**28. NON APPROPRIATION:** If RQMC should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the services set forth in this Agreement, or other means of performing the same functions of such services, RQMC may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, RQMC shall remit payment for all products and services delivered to RQMC and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.

**29. CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by, and construed in accordance with , the laws of the State of California, and all laws and regulations pertaining to contractual obligations of the local Mental Health Plan (MHP) under this contract, excluding any laws that direct the application of another jurisdiction's laws. CONTRACTOR shall comply with all applicable Medicaid (MediCal) laws, regulations, including applicable sub-regulatory guidance and contract provisions.

**30. VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

**31. WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**32. ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of RQMC, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of RQMC in each instance.



**33. ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between RQMC and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

**34. HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

**35. MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

**36. ASSURANCE OF PERFORMANCE:** If at any time RQMC has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, RQMC may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to RQMC, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of RQMC's request and shall thereafter diligently commence and fully perform such written plan.

CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

CONTRACTOR agrees that unsatisfactory performance may result in full or partial revocation of the contract, delegated activities or obligations or other remedies as permitted by state and federal law.

**37. SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without RQMC's prior written approval.



- a. Neither party shall, on the basis of this Agreement, contract on behalf of Or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- b. CONTRACTOR shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without RQMC's prior written approval.
- c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors. CONTRACTOR shall monitor the sub-contractor's compliance with provisions of the sub-contract and this contract and issue corrective action plans if needed.

**38. SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 9), and Conflict of Interest (Paragraph 16), shall survive termination or expiration for two (2) years.

**39. SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

**40. PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to RQMC under this Agreement infringe any patent, copyright or other proprietary right.

CONTRACTOR shall defend, indemnify and hold harmless RQMC of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

- a. RQMC will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without RQMC's prior written consent, to any settlement, which would require RQMC to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.



- b. If CONTRACTOR is obligated to defend RQMC pursuant to this Section 38 and fails to do so after reasonable notice from RQMC, RQMC may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to RQMC any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with RQMC's defense and/or settlement of such proceeding.
- c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for RQMC the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
- d. Notwithstanding this Section 38, RQMC retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

**41. OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this agreement.

The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

**42.COMMUNICATION:** CONTRACTOR shall notify RQMC of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of RQMC and/or the COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.

END OF GENERAL TERMS AND CONDITIONS

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## EXHIBIT A SCOPE OF WORK

CONTRACTOR agrees to submit reports as required this contract, perform the delegated activities and reporting responsibilities in compliance with the County Mental Health Plans contract obligation. CONTRACTOR will provide Specialty Mental Health Services to eligible Medi-Cal beneficiaries of Mendocino County within the Scope of Services defined in this contract. CONTRACTOR shall provide adult beneficiaries with the written information on advance directives. CONTRACTOR agrees to comply with all applicable Medicaid Laws, regulations, including sub-regulatory guidance and contract provisions, including the terms of the 1915(b) Waiver and Special Terms and Conditions.

### Definition of Service

### TARGET POPULATION

CONTRACTOR will provide mental health services to children ages 0-17 years and transition age use transitional age youth (TAY) Age is 18-24 years who have full scope Medi-Cal and meet EPSDT/SMI criteria for specialty mental health services and delineated in Title IX, Chapter 11. CONTRACTOR will accommodate approximately 300-350 clients in out-patient mental health services throughout the contract year.

### LOCATIONS

Therapy and related services are provided at Tapestry's main office at 290 E. Gobbi Street. Which, includes many therapy rooms equipped with sand trays, therapeutic games and other materials related to providing therapy for children and families. Services are also provided in Willits, Laytonville and Covelo.

Tapestry's specially equipped PCIT rooms are located in the Ukiah clinic facility.

Individual and Group Rehabilitation services are provided at various locations in the community, including the Ukiah Aikido.

Referrals come from the Mendocino County Health and Human Service Agency (Mental Health, Social Services and Public Health), The Mendocino County Probation Department, Redwood Quality Management Company, from schools, physicians and other providers of medical services, local therapist, other community agencies, and as self-referrals by parents.

### SERVICES

#### Specialty Mental Health Services

CONTRACTOR provides outpatient treatment services for children and their families, including individual therapy, family therapy, group therapy and individual rehabilitation. These services are available for children of all ages who meet the criteria for medical necessity and who have full-scope Medi-Cal.



Children who participate in Tapestry's mental health services include children who have been victims of abuse and neglect, victims of sexual abuse, children who are in foster care (including Intensive Services Foster Care and Treatment Foster Care), adolescence, and younger children and their families.

The focus area of Tapestry's Comprehensive Mental Health Treatment Program include:

- Common mental health disorders for children: Attention-Deficit and Disruptive Behavior Disorders, Post-Traumatic Stress Disorder, Reactive Attachment Disorder, Mood Disorders (Depression & Anxiety), Adjustment Disorders, and Problems related to Abuse or Neglect.
- Behavior Management (extinguishing oppositional/defiant behaviors in pure aggression, increasing conflict resolution and self-management skills).
- Impulse control (understanding the relationship between choices and consequences with the goal of developing responsibility and accountability).
- Affect Awareness and Tolerance (decreasing excessively, labile and/or reactive self-defeating emotional responses while developing effective coping skills for anger, anxiety and depression).
- Social & Relationship Building Skills (reducing provocative, withdrawn and domineering behaviors while increasing the ability to engage in appropriate social interactions).
- Trauma-Informed Therapeutic Services.
- Intensive Care Coordination Services.
- Intensive Home Based Services.

#### Evidence Based Practices

CONTRACTOR will provide, when possible and clinically appropriate, specialty mental health treatment that includes the following evidence-based practices: Cognitive Behavioral Therapy (CBT), Parent Child Interactive Therapy (PCIT), Trauma-Focused Cognitive Behavioral Treatment (TF-CBT), Dialectical Behavior Therapy (DBT), Alternatives for Families-CBT (AF-CBT), and Motivational interviewing (MI). CONTRACTOR will ensure that clinicians have the requisite training needed to provide these services. Adjunctive modalities include Sand Tray, Play Therapy and Art.

#### Programs and Areas of Treatment Specialty

- A. Parent Child Interaction Therapy (PCIT) is an empirically-supported treatment with emphasis on improving the quality of the parent-child relationship and changing parent-child interaction patterns. Parents are taught specific skills to establish a nurturing and secure relationship with their child while increasing their child's pro-social behavior and decreasing negative behavior.

Parent Child Interaction Therapy (PCIT) is available to families with children ages two through eight. This service is an integral component of Mendocino County's Early Mental Health Project. The service is available in English and is offered in Ukiah at Tapestry's PCIT facilities.



- B. Therapeutic Behavioral Services are provided to support children in crisis with short-term intensive interventions. Tapestry's TBS services are designed and provided in accordance with each child's TBS plan and the County's TBS guidelines and best practices. Services are provided in the course of a child or use overall mental health treatment provided to address and immediate in specific need in the child's life that places the child at risk of placement at a higher level of care or in the transition to a lower level of care.
- C. Therapeutic Foster Care (TFC) services are short-term, intensive, highly coordinated, trauma-informed, individualized interventions provided by a TFC Foster Parent to the child or youth that has identified complex emotional and behavioral needs and is guided/supervised by a licensed or waived clinician.
- D. Intensive Care Coordination (ICC) services offer targeted case management services which include assessment of, care planning for, and coordination of services for children and youth
- E. Intensive Home Based Services (IHBS) offers individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's or youth's functioning. Interventions are aimed at helping the child/youth build skills for successful functioning in the home and community, as well as improving the family's ability to help the child/youth successfully function in the home and community.

## 2. Availability and Accessibility of Services

CONTRACTOR shall ensure the availability and accessibility of medically necessary services. At minimum, CONTRACTOR shall:

- a. CONTRACTOR shall provide adequate access to all services covered under this contract, taking into consideration all of the following:
  - i. Anticipated number of 300-350 Medi-Cal eligible clients.
  - ii. Expected to maintain cultural competency.
  - iii. Expected to inform RQMC when not accepting new beneficiaries.
  - iv. Expected to verify credentialing for the services being provided.

If CONTRACTOR determines that it is unable to provide access to all services covered under this contract, CONTRACTOR shall notify RQMC in writing detailing the area and/or services CONTRACTOR is unable to fulfill under this contract. CONTRACTOR shall work with RQMC to develop a plan for the provision of needed access and/or services to meet the MHP requirements set forth in this contract that CONTRACTOR has identified it cannot fulfill.

[END OF EXHIBIT A]

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**EXHIBIT A-1**

**QUALITY MANAGEMENT AND QUALITY IMPROVEMENT**

**A. Quality Management**

CONTRACTOR shall adhere to the Quality Management program which defines the structure and operational processes, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) of improvement.

RQMC shall conduct performance monitoring activities throughout CONTRACTOR'S operations. These activities shall include, but are not be limited to, beneficiary system outcomes, utilization management, utilization review, subcontractor appeals, credentialing, and monitoring and resolution of beneficiary grievances. RQMC will provide information and training and agencies are required to pass these onto relevant staff and providers. CONTRACTOR will provide RQMC with evidence of trainings.

CONTRACTOR shall resolve any identified service delivery problems and take effective action when improvement is required or desired. RQMC shall be notified by CONTRACTOR of any service delivery problems and the steps being taken by CONTRACTOR to resolve the identified problem.

CONTRACTOR shall provide links to the County of their list of individual provider staff and maintain a current list of the individual provider staff on their website(s).

CONTRACTOR shall participate in the County and State required beneficiary/family satisfaction surveys, including but not limited to CSQ4, County Client Satisfaction Survey, and Consumer Perception Survey. CONTRACTOR shall submit all surveys by the due date. CONTRACTOR shall work with RQMC to use the data to identify trends and opportunities for improvement.

CONTRACTOR shall adhere to the County and MHP requirements with beneficiary grievances, appeals, fair hearings, and change of provider request. CONTRACTOR shall provide RQMC original copies of beneficiary grievances, appeals, fair hearings, and change of subcontractor request. RQMC will work with CONTRACTOR, as appropriate, to resolve all beneficiary problem resolution matters.



If CONTRACTOR is not in compliance RQMC will start the corrective action process. RQMC shall continue to work with CONTRACTOR until CONTRACTOR is in compliance with the requirement or CONTRACTOR services have been terminated.

CONTRACTOR agrees to comply with all applicable Medicaid laws, regulations and contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions, and all county information notices.

CONTRACTOR shall assure that all relevant cultural and linguistic standards of care are incorporated into service delivery.

CONTRACTOR shall participate in the Department of Health Care Services reviews. In preparation for reviews, CONTRACTOR shall provide RQMC all requested information and data to maintain compliance. Information and data may be requested monthly to remain in compliance with set standards.

**B. Quality Improvement**

At the request of RQMC, CONTRACTOR shall participate in the External Quality Review (EQR) annually. In preparation for the review, CONTRACTOR shall provide RQMC all requested information and data to complete the EQR requirements. EQR focus areas are categorized as follows:

- a. Service delivery capacity
- b. Service delivery system and meaningful clinical issues
- c. Service accessibility
- d. Continuity of care and coordination of care
- e. Beneficiary satisfaction

CONTRACTOR shall use RQMC approved clinical documentation and forms. CONTRACTOR shall obtain approval from RQMC before using a new clinical documentation or form that would be subject to review or audit by the State of California or Federal Government. Failure by CONTRACTOR to obtain RQMC approval may result in the inability of CONTRACTOR to bill for services.

RQMC shall conduct regular clinical chart and treatment authorization reviews. CONTRACTOR will make available, for purposes of a review, evaluation or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to Medi-Cal beneficiaries. RQMC shall notify CONTRACTOR in writing the results of the review. Corrective Action Plans shall be issued for any items found out of compliance during chart reviews.

**[END OF EXHIBIT A-1]**



EXHIBIT A-2

SPECIALTY MENTAL HEALTH SERVICES

A. Cultural Competence

CONTRACTOR shall submit to RQMC copies of agendas, sign-in sheets, handouts, and flyers, for cultural competency training and other trainings provided to CONTRACTOR staff as occurs.

B. Assure Consumer Rights

CONTRACTOR shall assure that the screening of a consumer for a treatment or service program shall not result in the consumer being deprived of any rights, privileges, or benefits which are guaranteed to individuals by state or federal law. CONTRACTOR shall assure that services are provided in a safe, sanitary, least restrictive and humane environment. All consumers shall have the right to be treated with dignity and respect by CONTRACTOR. CONTRACTOR shall work with the Patient's Rights Advocate contracted by County to assure proper client interactions and interventions.

C. Maintain Client Records

CONTRACTOR shall maintain client records. CONTRACTOR shall identify a compliance officer that is responsible for maintaining the integrity of the clients' health care information. Records shall be organized in a systematic fashion and stored according to licensing/regulatory standards. Individual and aggregate records shall be accessible to clinicians, the Quality Management process, RQMC and Mendocino County BHRS. Records that are released to proper authorities, individuals, and others shall be released only with an appropriately signed Release of Information (ROI). CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County BHRS requirements for client confidentiality and record security.

D. Provide Access to Quality Care

RQMC operates a "no wrong door" Access System to provide services. No wrong door access means that community members in need of services can be presented at any contracted Mendocino County mental health service program and receive help or services. More importantly the client will be engaged and assisted to meet his/her needs.

If requested, Medi-Cal beneficiaries shall receive a screening and, if initial screening indicates, shall receive further assessment. A Notice of Adverse Benefit Determination (NOABD) shall be provided to all beneficiaries who, upon initial screening or assessment, do not meet



medical necessity criteria. A copy of the NOABD shall be provided to the county and RQMC. Initial intake screening, assessment, and plan development services shall be readily available in both English and Spanish. Additional resources shall be utilized to accommodate client and families need for services and documents to be provided in their native language. This same accommodation shall be made for those beneficiaries with disabilities.

Clients shall be provided with required information pamphlets that include Client Rights, Privacy and Grievance Policy, and an EPSDT Membership Handbook.

**Target Mental Health Population:** The target population shall consist of Mendocino County Medi-Cal beneficiaries, ages 0 to 24, who meet medical necessity criteria for Mendocino County MHP reimbursement as defined in Title IX, Article 2, Section 1830.205 and 1830.210.

**Mental Health Services:** Services shall include a comprehensive array of services that address a beneficiary's mental health needs. Interventions shall be: individualized and designed to diminish impairments and prevent significant deterioration; culturally competent and appropriate services, which are sensitive and responsive to cultural and gender differences and special needs; and, delivered without regard to race, religion, national origin, gender, physical disability, or sexual orientation. Beneficiaries shall receive services in accordance with their level of medical necessity and the unique needs. Services shall be guided by an individualized client treatment plan, which shall be reviewed and revised annually.

Services shall be available in person, on the phone, and/or through telecommunication. Services shall be timely and accessible, and delivered by licensed/waivered staff, mental health professionals who are credentialed according to state requirements, and/or non-licensed staff. Services shall be provided by or under the direction of mental health professionals functioning within the scope of their professional license and applicable state law. Transport services shall be available as needed.

Beneficiaries shall be linked to physical health care, dental services, benefits, employment, schools, training, transportation, SUDT, and other non-mental health services as needed. Services shall also be coordinated with FQHC/Rural Health Clinic (RHC), Probation, and HHSA, as needed. Beneficiaries receiving mental health services shall be supported to receive health care at community health care organizations, and CONTRACTOR shall ensure that ROI promote integrated health care services. Beneficiaries shall be assisted with applying for and maintaining housing. Services shall be reviewed regularly to ensure client access to appropriate care for mental health and physical health needs.



Outpatient Services: CONTRACTOR shall provide outpatient services. Outpatient mental health services shall be provided to beneficiaries with a mental health diagnosis who meet medical necessity criteria for specialty mental health services. Outpatient services may be provided in the home, clinic, or community setting. Beneficiaries shall be actively involved throughout the assessment, treatment planning, and service delivery process. Services shall be beneficiary driven and culturally sensitive.

Specialty Mental Health Services: An array of specialty mental health services shall be available to Medi-Cal beneficiaries who meet medical necessity criteria. Services shall be aimed at ameliorating mental health symptoms, utilizing interventions that are designed to provide reduction of the client's mental disability, restoration, improvement and/or preservation of individual and community functioning. Specialty mental health services shall include Assessment, Plan Development, Collateral, Therapy, Rehabilitation, Therapeutic Behavioral Services, Intensive Care Coordination, and Intensive Home-based services. Specialty Mental Health services shall be delivered within the least restrictive and most normative environment that is clinically appropriate.

Targeted Case Management Services: Linkage services shall be provided to assist beneficiaries to receive appropriate services, arrange transportation to appointments and/or activities when needed, and help them perform activities of daily living. Targeted case management services are defined as services furnished to assist individuals in gaining access to needed medical, alcohol and drug treatment, social, educational and other services.

Outcome Measurement Tools: CONTRACTOR use the Child and Adolescent Needs and Strengths (CANS) or Adult Needs and Strengths Assessment (ANSA) outcome measurement tool. With the CANS and ANSA, the frequency and intensity of services shall be correlated with outcome measure data. Outcome measure data shall be collected at regular intervals throughout treatment to ensure that services maintain the appropriate level of intensity, frequency, and duration. CONTRACTOR will ensure staff are trained annually on CANS and ANSA measurement tool, PSC-35 is required at initial assessment and at each annually thereafter.

Psychiatric emergencies shall be assessed and referred to the appropriate level of the multi-tiered crisis service. Dispositions to crisis or 24-hour care services shall be based on medically necessary interventions centered on client safety and rapid stabilization of the crisis episode.

[END OF EXHIBIT A-2]

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## COMPLIANCE AND DOCUMENTATION STANDARDS

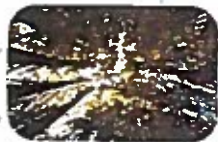
- A. All contracted individual, group, and organizational providers utilized by the Mendocino County MHP must remain in compliance with the documentation standards requirements as per Title 9 regulations. Please refer to DHCS Annual Protocol for Consolidated Specialty Mental Health Services and Other Funded Services for FY 19-20 which will be replaced annually when that protocol is made available.
- B. All contracted organizational providers must be certified and recertified according to Title 9 regulations. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a head of service during the period of exclusion.

Each contracted agency must verify that all new and current providers are not on the Federal and State Data bases for exclusion. The Exclusion Lists include:

- a) the Social Security Administration's Death Master File;
- b) the National Plan and Provider Enumeration System (NPPES);
- c) the Office of Inspector General (OIG) Excluded Individuals/Entities (LEIE) List;
- d) The Systems Award Management (SAM);
- e) and Medi-Cal List of Suspended or Ineligible Providers. (42 C.F.R. §438.602(d).)

If a provider who serves a Mendocino County beneficiary is found to be on the list the contract agency will institute an immediate cessation of services, an immediate notification to RQMC, and an immediate prevention of the filing of claims provided by the excluded provider.

- C. All documents must be legible.
- D. Documentation must substantiate and support the service activity that was provided:
  - Example: *Staff member accompanies client on an outing to a baseball game. The client's diagnosis is ADHD. The goal in this outing is to assist the client in focusing her attention on the game, decrease her tendency to be intrusive, and speak out of turn and butting into others' conversation. The staff member provided rehabilitative service during the activity by redirecting the client when she started to get up out of her assigned seat every other minute and providing positive feedback, verbal kudos, while role modeling and coaching "turn-taking" with other pro-social behaviors with the client. Staff member only claimed for that amount of time she provided rehabilitative services; staff cannot claim for non-treatment time if they choose to remain with the child/youth during non-treatment time. (Scott-Lee, EPSDT Chart Documentation Manual, 2007, p. 14.)"*
- E. All entries into a beneficiary's medical record must include the date of service, the signature of the person providing the service, the person's type of professional degree, licensure or



job title, the relevant identification number if applicable, and the date the documentation was entered in the medical record.

- F. When applicable there must be documentation that services were offered in an alternative format or that cultural-specific or linguistic services are offered, and/or services are provided in the beneficiary's preferred language.

**Requirements for Service Requests:**

- A. All new clients who are Mendocino County Medi-Cal beneficiaries will be eligible for a mental health assessment. RQMC will follow Authorization processes outlined in MHSUD Information Notice (IN) 19-026 AUTHORIZATION OF SPECIALTY MENTAL HEALTH SERVICES.
- i. Mendocino County or its representative, may not require prior authorizations for the following services or service activities:
    - Mental Health Services (including Assessment, Plan Development);
    - Targeted Case Management;
    - Intensive Care & Coordination;
    - Crisis Intervention;
    - Crisis Stabilization; and,
    - Medication Support Services
  - i. For qualifying young adults under age 21 with medical necessity, CONTRACTOR will request, through a Treatment Authorization Request (TAR) prior authorization for the following services:
    - Intensive Home-Based Services;
    - Day Treatment Intensive;
    - Day Rehabilitation
    - Therapeutic Behavioral Services; and,
    - Therapeutic Foster Care Services.
- B. When the assessment is completed and the beneficiary is found to meet medical necessity, the Assessment and Client Plan is submitted to RQMC for review and approval of the beneficiary's Client Plan prior to mental health services provided by CONTRACTOR's mental health staff. This approval of the beneficiary's client plan will be for a sixty (60) day period.
- C. CONTRACTOR will submit for each beneficiary, the following documents:
- i. *Consent to Treat* signed and dated by client and legal guardian. This consent is active for 365 days, must be active for the entirety of the request time frame, and must be updated at least annually.
  - i. *Bio-psychosocial Assessment* which meets all Title IX requirements and is signed and dated by a certified provider. The Bio-psychosocial Assessment is valid for 365 days and must be updated annually.





- ii. *Client Plan* with measurable objectives, meeting all Title IX requirements, signed and dated by the provider, guardian, and client. Client Plan is valid for 365 days, must be reviewed for continued relevance at least every six months, revised when needed (annually at a minimum), and must be active during the full course of a service request period.
  - The plan must document the involvement of client/guardian in the development of the plan.
  - The plan must contain specific, observable and/or specific/quantifiable goals/treatment objectives related to the beneficiary's mental health needs and functional impairments as a result of the mental health diagnosis.
  - The plan must include the proposed types of intervention/modality including a detailed description of the intervention to be provided, as well as the proposed frequency and duration of the interventions.
  - If Medication is prescribed, the name of the Medication Manager

Client Plan services will be authorized for a six (6) month treatment cycle or a one (1) year treatment cycle, per the Mendocino County MHP. Day Treatment Intensive will be authorized for a ninety (90) day treatment cycle.

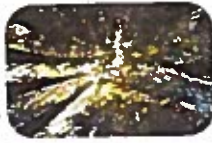
Timeliness Requirements:

- A. CONTRACTOR will ensure timely access to services.
  - i. CONTRACTOR will ensure date of first assessment service is within 10 business days from date of referral.
  - ii. CONTRACTOR will use best practice to ensure date of first treatment service is within 45 days from date of referral.
- B. CONTRACTOR will ensure progress notes are submitted within 7 days from date of service.
- C. CONTRACTOR will review and approve progress notes within 7 days of submission.

Therapeutic Behavioral Services (TBS) for Mendocino County beneficiaries up to age 21 only:

Mendocino County clients who meet the eligibility requirements for TBS will receive authorization for the first thirty (30) days when requested. TBS services require prior authorization and requests for services can be either submitted on a Treatment Authorization Request (TAR) or a referral for services from the MHP. During this time a TBS Assessment and Plan will be developed and submitted with a signed and dated Client Plan that documents that TBS will be provided along with other mental health services. Subsequent TBS authorizations will be for a sixty (60) day period of time. After the first thirty (30) day period, RQMC and MHP policies require CONTRACTOR to submit a Monthly Progress Report, and a bimonthly revised TBS plan. On all TBS documents, behavioral base lines and subsequent objectives will be measurable and concrete, and include the frequency and intensity of the problem behaviors





**EXHIBIT B- PAYMENT TERMS**

RQMC will pay CONTRACTOR as per the following instructions:

- A. Payment may be requested for the services identified in this Agreement based on documented medical and service necessity and as authorized by RQMC.
- B. Each service invoiced to RQMC must have appropriate signed and dated progress notes entered into the EHR describing how the intervention provided reduced impairment, restored functioning, or prevented significant deterioration in an important area of life functioning outlined in the client plan.
- C. Progress notes are required as follows:
  - a. For Each Individual Service Provided
    - i. Specialty Mental Health Services
    - ii. Intensive Home Based Services
    - iii. Case Management
    - iv. Therapeutic Behavioral Services
- D. CONTRACTOR must have means of routinely verifying that services reimbursed were actually provided. For coverage of services and payment of claims under this Contract, CONTRACTOR shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse. As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606 and 438.608, and 438.610. (42 C.F.R. § 438.600(b).
- E. CONTRACTOR will not be reimbursed for unauthorized services. RQMC will be responsible for service authorization and payment only for service months during which the consumer has Medi-Cal assigned to the Mendocino County Code. If county of beneficiary is changed during the course of treatment, authorization and payment responsibilities transfer to the new county of beneficiary.
- F. Rate setting and payment shall be consistent with federal and state statute, regulations, and with RQMC contract. These rates are presently:
 

a.	Mental Health Services	\$2.61 per minute
b.	Intensive Home Based Services	\$2.61per minute
c.	Case Management, Brokerage	\$2.35 per minute
d.	Intensive Care Coordination	\$2.35 per minute
e.	Therapeutic Behavioral Services	\$2.61 per minute
- G. Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, and claim submissions consistent with State and Federal requirements.
- H. CONTRACTOR, shall submit a weekly invoice summary that corresponds to the appropriate EDI billing detail in the EHR within 7 days of the EDI billing drop, accompanied by any documents requested by RQMC or designee.

- ### Audits:

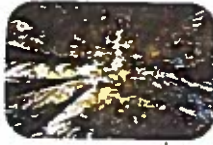
- [End of EXHIBIT B]

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**CONTRACTOR shall pay RQMC a per the following instructions:**

- A. RQMC will invoice CONTACTOR on a monthly basis for the use of administrative support for the EHR EXYM
- B. CONTRACTOR agrees to pay RQMC a monthly fee based on the total number of users, at a flat rate of Forty-Seven Dollars (\$47) per each individual user.

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## EXHIBIT C - INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude RQMC from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless RQMC, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to RQMC certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors Similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees. .

CONTRACTOR shall furnish to RQMC certificate(s) of insurance evidencing malpractice insurance coverage for CONTRACTOR and his employee(s) in an amount, which is no less than \$1,000,000 in a form acceptable to RQMC.

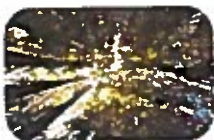
CONTRACTOR shall furnish to RQMC certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability -\$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[End of EXHIBIT C]

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**EXHIBIT D - Contractor Assurance of Non-Discrimination**

NAME OF CONTRACTOR Tapestry Family Services

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and 0; California Government Code section 4450; Title 22, California Code of Regulations section 98000 - 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Aiatarre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 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, sexual orientation, color, disability, medical condition, national origin, race, ancestry, 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 GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, 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, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.



Agreement #: RQM MC-02

RQMC: Redwood Quality Management Company FY1920Contracts

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

8.22.19

Date

*[Handwritten Signature]*

Contractor Signature

290 E. Godwin St, Ukiah, CA 95482

Contractor Address

[End of EXHIBIT D]

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
- d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

8.22.19  
(Date)

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**EXHIBIT F - MEDI-CAL DATA PRIVACY AND SECURITY AGREEMENT**

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII). Medi-Cal PII is information directly obtained in the course of performing an administrative function behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

**AGREEMENTS:**

NOW THEREFORE, RQMC and the Contractor mutually agree as follows:

**I. Privacy and Confidentiality**

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et seq, or as required by law.
- B. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.
- C. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- D. Contractor and/or their personnel who access disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

**II. Employee Training and Discipline**

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws.

Contractor shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who



intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records

with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

### III. Management Oversight and Monitoring

The Contractor agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

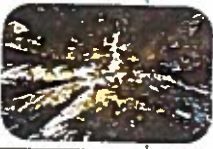
### IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi-Cal PII.

### V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require RQMC Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.



- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

#### VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link:  
[www.pd.dgs.ca.gov/masters/EncryptionSoftware.htm](http://www.pd.dgs.ca.gov/masters/EncryptionSoftware.htm). The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a newest anti-virus definition/software release is available. G. Ensure that all



workstations, laptops and other systems that process and/or store Medi-Cal PII has current security patches applied and up-to-date.

- G. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- H. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

### VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII log. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.





**VIII. Audit Controls**

- A. Contractor agrees to an annual system security review by the RQMC to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

**IX. Paper Document Controls**

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

**X. Notification and Investigation of Breaches**

The Contractor agrees to:

- A. Notify John Martire, Chief Welfare Investigator, at 467-5856.

**XI. Assessments and Reviews**

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the RQMC, in order to perform assessments and reviews.

**XII. Assistance in Litigation or Administrative Proceedings**

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

[End of EXHIBIT F]

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**Exhibit G - Health Insurance Portability & Accountability Act (HIPAA)**

CONTRACTOR agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act (HIPAA) and shall hold RQMC harmless from any sanctions received by the CONTRACTOR, to the extent permitted by law, for breach of these regulations. CONTRACTOR also agrees: patients to whom services are rendered are third-party beneficiaries of this section; to prohibit any unauthorized disclosures or use of protected information; to put in place appropriate safeguards ensuring only permitted uses and disclosures; to immediately report to RQMC reports of any unauthorized uses or disclosures; ensure that sub-contractors of CONTRACTOR agree to the provisions of this section; to consent to patient access to their own health information; to make protected information available to the Federal Department of Health and Human Services as well as all internal compliance policies and procedures; to provide for the destruction of protected information upon agreement termination unless it must be retained to comply with another provision of law; and to ensure appropriate correction or amendment of records. A failure by CONTRACTOR to adhere to these provisions shall result in agreement termination.

[End of EXHIBIT G]

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## **Redwood Community Services (BHRS) Service Agreement**





**REDWOOD QUALITY MANAGEMENT COMPANY  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2019 is by and between REDWOOD QUALITY MANAGEMENT COMPANY, hereinafter referred to as "RQMC", and Redwood Community Services (RCS) hereinafter referred to as the "CONTRACTOR."

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, RQMC may retain independent contractors to perform special services to or for RQMC or any department thereof; and,

WHEREAS, RQMC desires to obtain CONTRACTOR Medi-Cal Specialty Mental Health services for Mendocino County Beneficiaries across the lifespan ("Services"); and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to RQMC.

NOW, THEREFORE it is agreed that RQMC does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Scope of Work
Exhibit A-1	Quality Management and Quality Improvement
Exhibit A-2	Specialty Mental Health
Exhibit A-3	Compliance and Documentation Standards
Exhibit B	Payment Terms
Exhibit B-1	Additional Fees
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination
Exhibit E	Certification Regarding Debarment, Suspension, and other Responsibility Matters - lower tier covered transactions
Exhibit F	Medi-Cal Data Privacy and Security Agreement
Exhibit G	Health Insurance Portability & Accountability Act (HIPAA)
Attachment 1	Disclosure of Ownership and Control Interest

The term of this Agreement shall be from July 1, 2019 through June 30, 2020.

The compensation payable to CONTRACTOR hereunder shall not exceed **Seven Million Eight Hundred Thousand (\$7,800,000.00)** for the entire term specified in this contract.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Contract Administrator for RQMC

TS Schraeder  
(Signature)

Name & Title: Tim Schraeder, CEO  
Redwood Quality Management Company

Date: 7-26-19

Contract Administrator for CONTRACTOR

Dan Anderson  
(Signature)

Name & Title: Dan Anderson CEO

Federal Tax ID#: \_\_\_\_\_

Date: 7/26/19

COPY TO: Brian C. Carter, Esq.  
Carter, Momsen & Knight, LLP  
305 N. Main Street / P.O. Box 1709 Ukiah, CA, 9548



- a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold RQMC harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify RQMC by telephone. CONTRACTOR shall promptly submit to RQMC a written report, in such form as may be required by RQMC of all accidents which occur in connection with this Agreement.  
This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of RQMC's equipment, tools, material, or staff was involved.
- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to RQMC the opportunity to review and inspect such evidence, including the scene of the accident.

**6. PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If RQMC over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to RQMC, or at RQMC's option, permit RQMC to offset the amount of such overpayment against future payments owed to CONTRACTOR under this agreement or any other agreement.

In the event CONTRACTOR claims or receives payment for a service, reimbursement for which later is disallowed by RQMC, COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowed amount to RQMC upon request, or at RQMC's option, permit RQMC to offset the amount of such overpayment against future payments owed to CONTRACTOR under this agreement or any other agreement.

**7. TRAVEL EXPENSES:** CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.



**8. TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

**9. OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns RQMC and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by RQMC, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by RQMC to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants RQMC and any assignee of RQMC an express royalty - free license to retain and use said Documents and Materials. RQMC's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold RQMC harmless from any claims for infringement of patent or copyright arising out of such selection.

RQMC's rights under this 'Paragraph 9 shall not extend to any computer software used to create such Documents and Materials.

**10. CONFIDENTIALITY:** CONTRACTOR agrees to require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and Procedures, to assure that:

a. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this



State from the Federal Government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.

b. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

Contractor agrees to inform all its employees, agents, and partners of the above provisions and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

**11. MONITORING:** CONTRACTOR shall cooperate fully with any utilization review committee established by RQMC for the purpose of monitoring the accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals. RQMC will monitor the CONTRACTOR's compliance with the provisions of this contract and provide a corrective action plan if deficiencies are identified.

**12. GRIEVANCE PROCEDURE:** CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding the delivery of services. This system shall include notification to the recipients of their right to a state hearing.

**13. ABUSE REPORTING REQUIREMENTS:**

a. CHILD ABUSE REPORTING REQUIREMENT: CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165(k). This responsibility shall include:

- 1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Penal Code Section 11166, to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.
- 2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code 11166, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

b. ADULT ABUSE REPORTING REQUIREMENT: CONTRACTOR shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610 are reported to Adult Protective Services. This responsibility shall include:

- 1) A requirement that all employees, consultants, or agents performing services under this agreement who are required by Welfare and Institutions Code Section 15630



and 15632, to report adult abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.

- 2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report adult abuse under Welfare and Institutions Code Section 15630 and 15632, gain knowledge of, or reasonably suspect that an adult has been a victim of abuse or neglect.

**14. HIPAA COMPLIANCE:** CONTRACTOR agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act (HIPAA) and shall hold RQMC harmless from any sanctions received by the CONTRACTOR, to the extent permitted by law, for breach of these regulations.

CONTRACTOR also agrees: patients to whom services are rendered are third party beneficiaries of this section; to prohibit any unauthorized disclosures or use of protected information; to put in place appropriate safeguards ensuring only permitted uses and disclosures; to immediately report to RQMC reports of any unauthorized uses or disclosures; ensure that sub-contractors of CONTRACTOR agree to the provisions of this section; to consent to patient access to their own health information; to make protected information available to the Federal

Department of Health and Human Services as well as all internal compliance policies and procedures; to provide for the destruction of protected information upon agreement termination unless it must be retained to comply with another provision of law; and to ensure appropriate correction or amendment of records.

A failure by CONTRACTOR to adhere to these provisions shall result in agreement termination.

**15. ELIGIBILITY FOR SERVICES:** RQMC shall determine eligibility for receiving services under this agreement.

**16. CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

**17. NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.





**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

**Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

**Facsimile transmission:** When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

RQMC: Redwood Quality Management Co.	CONTRACTOR: RCS
350 East Gobbi Suite B	631 S. Orchard
Ukiah, CA 95482	Ukiah, Ca 95482
Attn: Contracts	Attn: Contracts

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

At any time there has been a significant change, in CONTRACTOR's operations that would affect the adequacy and capacity of services, including the following:

- a) A decrease of 25 percent or more in services or providers available to beneficiaries;
- b) Changes in services available to beneficiaries or capacity to provide services;
- c) Changes in geographic service area;
- d) Composition of CONTRACTOR's organizational structure / ownership; or
- e) significant physical changes in CONTRACTOR's facility. (42 C.F.R. § 438.207(c).)



the CONTRACTOR shall notify RQMC in writing with details regarding the CONTRACTOR'S plan to ensure their current beneficiaries continue to have access to adequate services and providers.

The CONTRACTOR shall give beneficiaries notice of any significant change that affects their ability to access services at least 30 days before the intended effective date of the change.

**18. USE OF RQMC PROPERTY:** CONTRACTOR shall not use RQMC property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

**19. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:**

CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.

a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

b. CONTRACTOR shall, if requested to so do by RQMC, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

c. If requested to do so by RQMC, CONTRACTOR shall provide RQMC with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in paragraphs a through d (above) in each of its subcontracts.

**20. NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS FOR RECIPIENTS OF MENDOCINO COUNTY HEALTH & HUMAN SERVICES AGENCY:**

If applicable, under this agreement, the CONTRACTOR provides assistance or services to any applicant, client, participant or service recipient, hereinafter referred to as "recipient" of the Mendocino County Health & Human Services Agency, the CONTRACTOR shall administer said assistance or service





in compliance with the provisions of Exhibit D "Assurance of Compliance with the Mendocino County Health & Human Services Agency Nondiscrimination in State and Federally Assisted Programs" form and shall complete and submit to RQMC said form prior to providing said assistance or service under this agreement. CONTRACTOR shall not charge recipients for the use of interpreters and shall insure that recipients covered under the provisions of Exhibit D are not denied or delayed in receiving assistance or services available to the other recipients under this agreement.

**21. DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with RQMC's policy of maintaining a drug-free workplace.

Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any RQMC facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a RQMC facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of RQMC department/agency for which the agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

**22. ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

**23. COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with RQMC Executive Office.

**24. AUDITS; ACCESS TO RECORDS:** CONTRACTOR may be subject to audit, evaluation and inspection of any books, records, contracts, computer or electronic systems that pertain to any aspect of the services and activities performed, in accordance with 42 C.F.R. §§ 438.3(h) and 438.230 (c) (3). The CONTRACTOR shall make available to RQMC, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, another records or documents evidencing or relating to the expenditures and disbursements charged to RQMC, and shall furnish to RQMC, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as RQMC may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.



The CONTRACTOR shall maintain full and adequate records in accordance with RQMC requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within County of Mendocino, California, CONTRACTOR shall, upon request of RQMC, make such books and records available to RQMC for inspection at a location within County.

CONTRACTOR shall pay to RQMC the reasonable, and necessary costs incurred by RQMC in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The right to audit will exist for a period of 10 years from the final data of the contract period or from the date of completion of any audit, whichever is later. If the State, the Department of CMS, the United States Comptroller General or the HHS Inspector General Office of Inspector General) determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, the United States Comptroller General or the HHS Inspector General or their designees may inspect, evaluate, and audit the CONTRACTOR at any time. The CONTRACTOR shall make available at any time upon request all physical facilities or premises, equipment, books, records, documents, contracts, computer, or other electronic systems pertaining to "Medi-Cal activities and services furnished under the terms of this contract to authorized State or Federal government inspectors or their designees. The inspection shall occur at the CONTRACTOR's place of business, premises or physical facilities.

**25. DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to RQMC for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for Ten (10) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by RQMC), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for Ten (10) years following RQMC's last payment to CONTRACTOR under this Agreement.

**26. TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

**27. TERMINATION:** RQMC has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR sixty (60) days prior written notice. In the event that RQMC should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment



for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services shall not exceed \$7,800,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

**28. NON APPROPRIATION:** If RQMC should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the services set forth in this Agreement, or other means of performing the same functions of such services, RQMC may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, RQMC shall remit payment for all products and services delivered to RQMC and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.

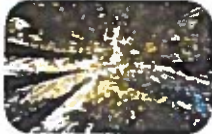
**29. CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by, and construed in accordance with , the laws of the State of California, and all laws and regulations pertaining to contractual obligations of the local Mental Health Plan (MHP) under this contract, excluding any laws that direct the application of another jurisdiction's laws. CONTRACTOR shall comply with all applicable Medicaid (MediCal) laws, regulations, including applicable sub-regulatory guidance and contract provisions.

**30. VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

**31. WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**32. ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of RQMC, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of RQMC in each instance.

**33. ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between RQMC and CONTRACTOR relating to the subject matter of this Agreement. As used



herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

**34. HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

**35. MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

**36. ASSURANCE OF PERFORMANCE:** If at any time RQMC has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, RQMC may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to RQMC, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of RQMC's request and shall thereafter diligently commence and fully perform such written plan.

CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement. CONTRACTOR agrees that unsatisfactory performance may result in full or partial revocation of the contract, delegated activities or obligations or other remedies as permitted by state and federal law.

**37. SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without RQMC's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of Orin the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- b. CONTRACTOR shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without RQMC's prior written approval.



- c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors. CONTRACTOR shall monitor the sub-contractor's compliance with provisions of the sub-contract and this contract and issue corrective action plans if needed.

**38. SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 9), and Conflict of Interest (Paragraph 16), shall survive termination or expiration for two (2) years.

**39. SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

**40. PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to RQMC under this Agreement infringe any patent, copyright or other proprietary right.

CONTRACTOR shall defend, indemnify and hold harmless RQMC of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

- a. RQMC will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without RQMC's prior written consent, to any settlement, which would require RQMC to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
- b. If CONTRACTOR is obligated to defend RQMC pursuant to this Section 38 and fails to do so after reasonable notice from RQMC, RQMC may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to RQMC any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with RQMC's defense and/or settlement of such proceeding.





- c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for RQMC the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
- d. Notwithstanding this Section 38, RQMC retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

**41. OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this agreement.

The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

**42.COMMUNICATION:** CONTRACTOR shall notify RQMC of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of RQMC and/or the COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.

**END OF GENERAL TERMS AND CONDITIONS**

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**EXHIBIT A  
SCOPE OF WORK**

CONTRACTOR agrees to submit reports as required in this contract, perform the delegated activities and reporting responsibilities in compliance with the County Mental Health Plans contract obligation. CONTRACTOR will provide Specialty Mental Health Services to eligible Medi-Cal beneficiaries of Mendocino County within the Scope of Services defined in this contract. CONTRACTOR shall provide adult beneficiaries with the written information on advance directives. CONTRACTOR agrees to comply with all applicable Medicaid Laws, regulations, including sub-regulatory guidance and contract provisions, including the terms of the 1915(b) Waiver and Special Terms and Conditions.

**1. Definition of Service**

**TARGET POPULATION**

CONTRACTOR will provide Mental Health Services to children and adults who have full-scope Medi-Cal and meet EPSDT/SMI criteria for specialty mental health services as delineated in Title IX, Chapter 11. CONTRACTOR will accommodate approximately 750-950 clients in out-patient mental health services throughout the contract year.

**SERVICES**

**Specialty Mental Health Services**

Medically Necessary Specialty Mental Health Services may include: clinical assessment and plan development, individual, group and family therapy, rehabilitation services (group and individual), targeted case management, collateral services, TBS services, Katie-A services (ICC and IHB), crisis intervention, and psychiatric inpatient hospitalization.

Services are offered in person, on the phone, and/or through telemedicine. Services are timely and accessible, and delivered by licensed/waivered staff, mental health professionals who are credentialed according to state requirements and/or non-licensed providers working under the supervision of a licensed/waivered clinician. Services are provided by or under the direction of Mental Health Professionals functioning within the scope of their professional license and applicable state law. Transport services are provided by CONTRACTOR if needed.

Youth, adults and families are linked to physical health care, dental services, benefits, employment, education, training, transportation, and other non-mental health services. Services are coordinated with FQHC/RHCs, Probation, Education, and Social Services, as



needed. Children and youth receiving mental health services are supported to receive health care at community health care organizations, and RCS ensures that there are releases of information to promote integrated health care services. Services are reviewed regularly to ensure client access to appropriate care for mental health and physical health needs.

Clients are actively involved throughout the assessment, service planning, and service delivery process. Services will be client and family driven and culturally sensitive.

### **Evidenced Based Practices**

RCS supports and promotes the use of Evidence Based Practices (EBPs) throughout Mendocino County whenever possible. The use of EBPs offer beneficiaries quality treatment and optimal opportunity for positive outcomes. Currently, RCS provide a range of EBPs that include: Cognitive Behavioral Therapy, Parent Child Interaction Therapy (PCIT), Positive Parenting Program (Triple P), Brief Strategic Family Therapy, Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Alternative Family Cognitive Behavioral Therapy (AF-CBT), Motivational Interviewing (MI), Dialectical Behavioral Therapy (DBT), Practice Wise - MAP, Treatment Foster Care - Oregon (TFC-O), and Collaborative Problem Solving. RCS also uses Promising Practices that includes Narrative Therapy, Inter-Personal Social Skills Training (1ST) and Signs of Safety (SOS). RCS uses outcome measures such as the Child and Adolescent Needs and Strengths Assessment (CANS) and Adult Needs and Strengths Assessment (ANSA) to document progress in treatment.

### **LOCATIONS**

#### **Certified Mental Health Sites**

RCS provides outpatient specialty mental health services out of 12 certified sites located throughout Mendocino County. These certified sites include the following:

- Behavioral Health Service Center Ukiah (BHS); 631 S Orchard Ave., Ukiah CA
- Behavioral Health Service Center Willits (BHS) / Mendocino County Children's Center, 99 S Humboldt Ave., Willits CA
- (MC3); 100 E Mendocino Ave, Willits, Ca
- Behavioral Health Service Center Fort Bragg (BHS); 32670 Highway 20 Unit 2, Fort Bragg CA
- Redwood Community Crisis Center Ukiah(RC3); 780 S Dora St , Ukiah CA
- Redwood Community Crisis Center Fort Bragg (RC3) and Adult BHS; 544 S. Main St Fort Bragg, CA
- Interpersonal Skills Training Center (ISTC); 6150 Orr Springs Rd., Ukiah CA
- The CITY/Stepping Stones; 140 Gibson St., Ukiah CA
- Potter Valley Campus Cams place; 9981 A Spring Valley Rd
- Madrone House, 7351 Sems Lane Redwood Valley, CA





- TFC 800 N. State St Ukiah, Ca
- Arbor 810 N. State St Ukiah CA

### **Community Based Services**

Outpatient mental health services are also provided in the community or in client's home (including foster homes) depending on where the service is thought to be most needed or beneficial. RCS clinicians deliver community-based services in Ukiah, Willits, Fort Bragg, Potter Valley, Hopland, Anderson Valley (out of a subleased therapy office) and on the south coast. RCS clinicians also work at a variety of school sites within the County's numerous school districts providing services for students that have Educationally Related Mental Health needs on their Individual Educational Plans (IEPs).

### **Remote Outpatient Mental Health Services**

RCS provides Outpatient Specialty Mental Health Services and Crisis Mental Health Services to the more remote communities of Mendocino County. RCS has behavioral health staff in Anderson Valley and on the South Coast. RCS has clinicians that see clients in the community in Hopland, Potter Valley and Redwood Valley. Crisis staff also respond throughout the county to schools, hospitals, the jail and clinics when needed.

### **PROGRAMS AND AREAS OF TREATMENT SPECIALTY**

#### **Redwood Community Crisis Center(s) RC3**

The Redwood Community Crisis Centers {RC3} are located in Ukiah and in Fort Bragg. These 24/7 Access Centers have toll free telephone access for mental health issues and emergencies, prompt access to screening and assessment, and eligibility determination. Clients receive referrals within a continuum of care appropriate to their mental health needs, care management assignments, transport coordination, coordination with primary care and co-occurring needs, crisis intervention and stabilization, coordination with law enforcement, emergency response to hospital emergency rooms, and out-of-county service authorizations. Emergency mental health assessments, 5150 evaluation and detention, and inpatient psychiatric hospital coordination are all services provided through RC3.

#### **Mendocino County Children's Center {MC3}**

MC3 operates as a licensed six-bed level 9 group home for Mendocino County youth who are dependents of the court or voluntarily placed by their legal guardian due to abuse, neglect and/or abandonment, or whose emotional and behavioral status interferes with their ability to



maintain a stable placement. MC3 provides Specialty Mental Health assessment and therapeutic services to at risk youth that are designed to evaluate the level of placement and interventions needed and to prevent or reduce the youth's needs for hospitalization or other psychiatric emergency services. MC3 also provides services in the community where the youth and his/her family reside that supports a return of the youth to their family.

**Residential Based Services Reform Waiver Project (RBS)**

Mende House: is STRTP certified

Cam's Place: is STRTP certified

Mendocino County Children's Centers: is STRTP certified

**The Arbor/The Anchor Youth Resource Centers**

RCS operates The Arbor Youth Resource Center at 810 North State Street, Ukiah. The Arbor serves over 4,000 youth each year with a range of services and support that includes: independent living programs (operated conjointly with HHSA Child Welfare Services), support groups (Real Talk), employment support services (VESS -Youth Employment Support Services), VOC Rehab services and Work Investment Act (WIA), linkage to housing and mental health services and an assortment of social and educational activities each week. RCS is opening The Anchor on the coast that is a sister program to The Arbor.

**Interpersonal Skills Training Center (ISTC)**

ISTC provides intensive individual and group rehabilitation services to children in Mendocino County who are unable to successfully function in the community (school or home) due to the severity of their emotional and behavioral problems. These emotional and behavioral problems have been unresponsive to less intensive community-based interventions. Arrowhead Ranch uses Inter-Personal Social Skills Training (1ST), a promising practice, to develop affect regulation, impulse control, social functioning and communication skills.

**Intensive Treatment Foster Care (ITFC)**

Intensive Treatment Foster Care (ITFC) provides foster parents with advanced training and certification that equips them to deal with complex issues related to care and supervision needs of higher level foster children and youth. Children Placed in ITFC homes usually meet EPSDT medical necessity criteria and need an array of Specialty Mental Health Services to treat emotional and behavioral problems. FFA Case managers provide the Child and Family Team Coordination which is billed as ICC (Intensive Home Based Services) through Katie-A.

**Therapeutic Foster Care TFC**



RCS is committed to provide 20 foster homes for children whose medical necessity require intensive short term fully integrated home based clinical intervention in order to address barriers toward permanency.

### **Katie-A Services**

Children placed in ITFC homes qualify as Katie-A sub-class members. It is a state requirement that these Katie-A sub-class members receive Intensive Care Coordination Services (ICC) and Intensive Home Based Services (IHBS). These services are provided in collaboration with Child Welfare Services using a Child and Family Team approach, advocating for family voice and choice and following the Whatever It Takes (WIT) model. The goal of Katie-A services is to keep the youth in their home or transition youth back to their home from a placement facility.

### **Therapeutic Behavioral Services {TBS}**

TBS is available to youth with serious emotional and behavioral problems who are: 1) at risk of moving to a higher level of care, 2) returning from a high level of care, or 3) at risk of in-patient hospitalization. TBS services require a special authorization and have a separate assessment and plan development protocol. Monthly child and family team meetings are required to monitor progress and develop a transition plan. TBS services are provided by specially trained TBS clinicians.

### **School Based Services/Tiers Program**

Educationally Related Mental Health Services: Specialty Mental health services are provided to students through a contract with Mendocino County SELPA. RCS providers are assigned to work in specific special education classrooms. The RCS Clinician in collaboration with the Special Ed teacher provides weekly group and individual interventions that address barriers and impairments due to emotional or behavioral problems.

### **Youth Empowerment Camp**

RCS runs three Summer Camp programs for Children and Youth who are current or past RCS Clients. These camps focus on helping children and youth develop and practice prosocial skills, affect management skills and communication skills. This is a life changing experience for these young people in that they find support and acceptance for who they are and for their life stories from their peers, from youth mentors and from RCS staff.

## **2. Availability and Accessibility of Services**

CONTRACTOR shall ensure the availability and accessibility of medically necessary services. At a minimum, CONTRACTOR shall:

- If CONTRACTOR determines that it is unable to provide access to all services covered under this contract, CONTRACTOR shall notify RQMC in writing detailing the area and/or services CONTRACTOR is unable to fulfill under this contract. CONTRACTOR shall work with RQMC to develop a plan for the provision of needed access and/or services to meet the MHP requirements set forth in this contract that CONTRACTOR has identified it cannot fulfill.

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EXHIBIT A-1

QUALITY MANAGEMENT AND QUALITY IMPROVEMENT

A. Quality Management

CONTRACTOR shall adhere to the Quality Management program which defines the structure and operational processes, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) of improvement.

RQMC shall conduct performance monitoring activities throughout CONTRACTOR'S operations. These activities shall include, but are not be limited to, beneficiary system outcomes, utilization management, utilization review, subcontractor appeals, credentialing, and monitoring and resolution of beneficiary grievances. RQMC will provide information and training and CONTRACTOR is required to pass these onto relevant staff and providers. CONTRACTOR will provide RQMC with evidence of training.

CONTRACTOR shall resolve any identified service delivery problems and take effective action when improvement is required or desired. RQMC shall be notified by CONTRACTOR of any service delivery problems and the steps being taken by CONTRACTOR to resolve the identified problem.

CONTRACTOR shall provide links to the County of their list of individual provider staff and maintain a current list of the individual provider staff on their website(s).

CONTRACTOR shall participate in the County and State required beneficiary/family satisfaction surveys, including but not limited to the CSQ4, County Client Satisfaction Survey, and the Consumer Perception Survey. CONTRACTOR shall submit all surveys by the due date. CONTRACTOR shall work with RQMC to use the data to identify trends and opportunities for improvement.

CONTRACTOR shall adhere to the County and MHP requirements with beneficiary grievances, appeals, fair hearings, and change of subcontractor request. CONTRACTOR shall provide RQMC original copies of beneficiary grievances, appeals, fair hearings, and change of subcontractor request. RQMC will work with CONTRACTOR, as appropriate, to resolve all beneficiary problem resolution matters.



If CONTRACTOR is not in compliance RQMC will start the corrective action process. RQMC shall continue to work with CONTRACTOR until CONTRACTOR is in compliance with the requirements or CONTRACTOR services have been terminated.

CONTRACTOR shall assure that all relevant cultural and linguistic standards of care are incorporated into service delivery.

CONTRACTOR shall participate in the Department of Health Care Services reviews. In preparation for reviews, CONTRACTOR shall provide RQMC all requested information and data to maintain compliance. Information and data may be requested monthly to remain in compliance with set standards.

**B. Quality Improvement**

At the request of RQMC, CONTRACTOR shall participate in the External Quality Review (EQR) annually. In preparation for the review, CONTRACTOR shall provide RQMC all requested information and data to complete the EQR requirements. EQR focus areas are categorized as follows:

- a. Service delivery capacity
- b. Service delivery system and meaningful clinical issues
- c. Service accessibility
- d. Continuity of care and coordination of care
- e. Beneficiary satisfaction

CONTRACTOR shall use RQMC approved clinical documentation and forms. CONTRACTOR shall obtain approval from RQMC before using a new clinical documentation or form that would be subject to review or audit by the State of California or Federal Government. Failure by CONTRACTOR to obtain RQMC approval may result in the inability of CONTRACTOR to bill for services.

RQMC shall conduct regular clinical chart and treatment authorization reviews. CONTRACTOR will make available, for purposes of a review, evaluation or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to Medi-Cal beneficiaries. RQMC shall notify CONTRACTOR in writing the results of the review. Corrective Action Plans shall be issued for any items found out of compliance during chart reviews.

CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law



or that would otherwise conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this agreement, no person having any such interests shall be employed. In addition, if requested to do so by COUNTY, CONTRACTOR with 5% or more direct or indirect ownership interest shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Disclosure of Ownership & Control Interest" (Attachment 1) with COUNTY disclosing CONTRACTOR's or such other person's financial interests. Additionally, a background check, including fingerprinting, may be required for said persons if it is determined there is a "high" risk to the Medi-Cal program. Furthermore, CONTRACTOR shall ensure that all subcontracts include the Disclosure of Ownership requirement and that Disclosure of Ownership will be submitted directly to the COUNTY.

**[END OF EXHIBIT A-1]**

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EXHIBIT A-2

SPECIALTY MENTAL HEALTH SERVICES

A. Cultural Competence

CONTRACTOR shall submit to RQMC copies of agendas, sign-in sheets, handouts, and flyers, for cultural competency training provided to CONTRACTOR staff as it occurs.

B. Assure Consumer Rights

CONTRACTOR shall assure that the screening of a consumer for a treatment or service program shall not result in the consumer being deprived of any rights, privileges, or benefits which are guaranteed to individuals by state or federal law. CONTRACTOR shall assure that services are provided in a safe, sanitary, least restrictive and humane environment. All consumers shall have the right to be treated with dignity and respect by CONTRACTOR. CONTRACTOR shall work with the Patient's Rights Advocate contracted by County to assure proper client interactions and interventions.

C. Maintain Client Records

CONTRACTOR shall maintain client records. CONTRACTOR shall identify a compliance officer that is responsible for maintaining the integrity of the clients' health care information. Records shall be organized in a systematic fashion and stored according to licensing/regulatory standards. Individual and aggregate records shall be accessible to clinicians, the Quality Management process, RQMC and Mendocino County BHRS. Records that are released to proper authorities, individuals, and others shall be released only with an appropriately signed Release of Information (ROI). CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County BHRS requirements for client confidentiality and record security.

D. Provide Access to Quality Care

RQMC operates a "no wrong door" Access System to provide services. No wrong door access means that community members in need of services can appear at any contracted Mendocino County mental health service program and receive help or services. More importantly the client will be engaged and assisted to meet his/her needs.

If requested, Medi-Cal beneficiaries shall receive a screening and, if initial screening indicates, shall receive further assessment. A Notice of Adverse Benefit Determination (NOABD) shall be provided to all beneficiaries who, upon initial screening or assessment, do not meet medical necessity criteria. A copy of the NOABD shall be provided to the county and RQMC.





Initial intake screening, assessment, and plan development services shall be readily available in both English and Spanish. Additional resources shall be utilized to accommodate client and families need for services and documents to be provided in their native language. This same accommodation shall be made for those beneficiaries with disabilities.

Clients shall be provided with required information pamphlets that include Client Rights, Privacy and Grievance Policy, and an EPSDT Membership Handbook.

**Target Mental Health Population:** The target population shall consist of Mendocino County Medi-Cal beneficiaries, 18 years and older, who meet medical necessity criteria for Mendocino County MHP reimbursement as defined in Title IX, Article 2, Section 1830.205 and 1830.210 and in the county Mental Health plan.

**Mental Health Services:** Services shall include a comprehensive array of services that address a beneficiary's mental health needs. Interventions shall be: individualized and designed to diminish impairments and prevent significant deterioration; culturally competent and appropriate services, which are sensitive and responsive to cultural and gender differences and special needs; and, delivered without regard to race, religion, national origin, gender, physical disability, or sexual orientation. Beneficiaries shall receive services in accordance with their level of medical necessity and the unique needs. Services shall be guided by an individualized client treatment plan, which shall be reviewed and revised annually.

Services shall be available in person, on the phone, and/or through telecommunication. Services shall be timely and accessible, and delivered by licensed/waivered staff, mental health professionals who are credentialed according to state requirements, and/or non-licensed staff. Services shall be provided by or under the direction of mental health professionals functioning within the scope of their professional license and applicable state law. Transport services shall be available as needed.

Beneficiaries shall be linked to physical health care, dental services, benefits, employment, schools, training, transportation, and other non-mental health services as needed. Services shall also be coordinated with FQHC/Rural Health Clinic (RHC), Probation, and HHSA, as needed. Beneficiaries receiving mental health services shall be supported to receive health care at community health care organizations, and CONTRACTOR shall ensure that ROI promote integrated health care services. Beneficiaries shall be assisted with applying for and maintaining housing. Services shall be reviewed regularly to ensure client access to appropriate care for mental health and physical health needs.



**Outpatient Services:** CONTRACTOR shall provide outpatient services. Outpatient mental health services shall be provided to beneficiaries with a mental health diagnosis who meet medical necessity criteria for specialty mental health services. Outpatient services may be provided in the home, clinic, or community setting. Beneficiaries shall be actively involved throughout the assessment, treatment planning, and service delivery process. Services shall be beneficiary driven and culturally sensitive.

**Specialty Mental Health Services:** An array of specialty mental health services shall be available to Medi-Cal beneficiaries who meet medical necessity criteria. Services shall be aimed at ameliorating mental health symptoms, utilizing interventions that are designed to provide reduction of the client's mental disability, restoration, improvement and/or preservation of individual and community functioning. Specialty mental health services shall include Assessment, Plan Development, Collateral, Therapy, and Rehabilitation. Specialty Mental Health services shall be delivered within the least restrictive and most normative environment that is clinically appropriate.

**Targeted Case Management Services:** Linkage services shall be provided to assist beneficiaries to receive appropriate services, arrange transportation to appointments and/or activities when needed, and help them perform activities of daily living. Targeted case management services are defined as services furnished to assist individuals in gaining access to needed medical, alcohol and drug treatment, social, educational and other services and to monitor client progress.

**Outcome Measurement Tools:** CONTRACTOR use the Adult Needs and Strengths Assessment (ANSA) outcome measurement tool. With the ANSA the frequency and intensity of services shall be correlated with outcome measure data. Outcome measure data shall be collected at regular intervals throughout treatment to ensure that services maintain the appropriate level of intensity, frequency, and duration. CONTRACTOR will ensure staff are trained annually on the ANSA measurement tool.

Psychiatric emergencies shall be assessed and referred to the appropriate level of the multi-tiered crisis service. Dispositions to crisis or 24-hour care services shall be based on medically necessary interventions centered on client and community safety and rapid stabilization of the crisis episode.

[END OF EXHIBIT A-2]

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EXHIBIT A-3

COMPLIANCE AND DOCUMENTATION STANDARDS

- A. All contracted individual, group, and organizational providers utilized by the Mendocino County MHP must remain in compliance with the documentation standards requirements as per Title 9 regulations. Please refer to DHCS Annual Protocol for Consolidated Specialty Mental Health Services and Other Funded Services for FY 19-20, which will be replaced by annually when that protocol is made available.
- B. All contracted organizational providers and county owned and operated providers must be certified and recertified according to Title 9 regulations. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a head of service during the period of exclusion.

Each contracted agency must verify that all new and current providers are not on the Federal and State Data bases for exclusion. The Exclusion Lists include:

- a) the Social Security Administration's Death Master File;
- b) the National Plan and Provider Enumeration System (NPPES);
- c) the Office of Inspector General (OIG) Excluded Individuals/Entities (LEIE) List;
- d) The Systems Award Management (SAM);
- e) and Medi-Cal List of Suspended or Ineligible Providers. (42 C.F.R. §438.602(d).)

If a provider who serves a Mendocino County beneficiary is found to be on the list the contract agency will institute an immediate cessation of services, an immediate notification to RQMC, and an immediate prevention of the filing of claims provided by the excluded provider.

- C. All documents must be legible.
- D. Documentation must substantiate and support the service activity that was provided:
  - o Example: *Staff member accompanies client on an outing to a baseball game. The client's diagnosis is ADHD. The goal in this outing is to assist the client in focusing her attention on the game, decrease her tendency to be intrusive, and speak out of turn and butting into others' conversation. The staff member provided rehabilitative service during the activity by redirecting the client when she started to get up out of her assigned seat every other minute and providing positive feedback, verbal kudos, while role modeling and coaching "turn-taking" with other pro-social behaviors with the client. Staff member only claimed for that amount of time she provided rehabilitative services; staff cannot claim for non-treatment time if they choose to remain with the child/youth during non-treatment time. (Scott-Lee, EPSDT Chart Documentation Manual, 2007, p. 14.)"*



- E. All entries into a beneficiary's medical record must include the date of service, the signature of the person providing the service, the person's type of professional degree, licensure or job title, the relevant identification number if applicable, and the date the documentation was entered in the medical record.
- F. When applicable there must be documentation that services were offered in an alternative format or that cultural-specific or linguistic services are offered, and/or services are provided in the beneficiary's preferred language.

Requirements for Service Requests:

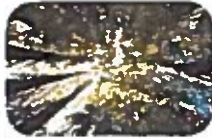
- A. All new clients who are Mendocino County Medi-Cal beneficiaries will be eligible for a mental health assessment. RQMC will follow Authorization processes outlined in MHSUD Information Notice (IN) 19-026 AUTHORIZATION OF SPECIALTY MENTAL HEALTH SERVICES.
  - i. Mendocino County or its representative, may not require prior authorizations for the following services or service activities:
    - Mental Health Services (including Assessment, Plan Development);
    - Targeted Case Management;
    - Intensive Care & Coordination;
    - Crisis Intervention;
    - Crisis Stabilization; and,
    - Medication Support Services.
  - i. For qualifying adults under age 21 with medical necessity, CONTRACTOR will request, through a Treatment Authorization Request (TAR) prior authorization for the following services:
    - Intensive Home-Based Services;
    - Day Treatment Intensive;
    - Day Rehabilitation
    - Therapeutic Behavioral Services; and,
    - Therapeutic Foster Care Services.
- B. When the assessment is completed and the beneficiary is found to meet medical necessity, the Assessment and Client Plan is submitted to RQMC for review and approval of the beneficiary's Client Plan prior to mental health services provided by CONTRACTOR's mental health staff, possibly in coordinates with providers from other agencies. This approval of the beneficiary's client plan will be for a sixty (60) day period.
- C. CONTRACTOR will submit for each beneficiary, the following documents:
  - a. *Consent to Treat* signed and dated by client and/or legal guardian. This consent is active for 365 days, must be active for the entirety of the request time frame, and must be updated at least annually.

- Client Plan services will be authorized for a six (6) month treatment cycle or a one (1) year treatment cycle, per the Mendocino County MHP. Day Treatment Intensive will be authorized for a ninety (90) day treatment cycle.

- A. CONTRACTOR will ensure timely access to services.
  - i. CONTRACTOR will ensure date of first assessment service is within 10 business days from date of referral.
  - ii. CONTRACTOR will use best practice to ensure date of first treatment service is within 45 days from date of referral.
- B. CONTRACTOR will ensure progress notes are submitted within 7 days from date of service.
- C. CONTRACTOR will review and approve progress notes within 7 days of submission.

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**EXHIBIT B- PAYMENT TERMS**

RQMC will pay CONTRACTOR as per the following instructions:

- A. Payment may be requested for the services identified in this Agreement based on documented medical and service necessity and as authorized by RQMC.
- B. Each service invoiced to RQMC must have appropriate signed and dated progress notes entered into the EHR describing how the intervention provided reduced impairment, restored functioning, or prevented significant deterioration in an important area of life functioning outlined in the client plan.
- C. Progress notes are required as follows:
  - a. For Each Individual Service Provided
    - i. Specialty Mental Health Services
    - ii. Intensive Home Based Services
    - iii. Case Management
    - iv. Therapeutic Behavioral Services
    - v. Crisis Intervention
    - vi. Therapeutic Foster Care
- D. CONTRACTOR must have means of routinely verifying that services reimbursed were actually provided. For coverage of services and payment of claims under this Contract, CONTRACTOR shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse. As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606 and 438.608, and 438.610. (42 C.F.R. § 438.600(b).
- E. CONTRACTOR will not be reimbursed for unauthorized services. RQMC will be responsible for service authorization and payment only for service months during which the consumer has Medi-Cal assigned to the Mendocino County Code. If county of beneficiary is changed during the course of treatment, authorization and payment responsibilities transfer to the new county of beneficiary.
- F. Rate setting and payment shall be consistent with federal and state statute, regulations, and with RQMC contract. These rates are presently:
 

a. Mental Health Services	\$2.61 per minute
b. Intensive Home Based Services	\$2.61per minute
c. Case Management, Brokerage	\$2.35 per minute
d. Intensive Care Coordination	\$2.35 per minute
e. Therapeutic Behavioral Services	\$2.61 per minute
f. Crisis Intervention	\$5.40 per minute
g. Therapeutic Foster Care	\$125.00 per day



- G. Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, and claim submissions consistent with State and Federal requirements.
- H. CONTRACTOR, shall submit a weekly invoice summary that corresponds to the appropriate EDI billing detail in the EHR within 7 days of the EDI billing drop, accompanied by any documents requested by RQMC or designee.
- I. CONTRACTOR shall ensure Specialty Mental Health Medi-Cal Services in EDI billing are no later than thirty (30) days after the end of the month during which services were rendered (i.e. EDI billing for services rendered in May would be due by June 30). Claims for services submitted by CONTRACTOR in excess of this timeframe shall be reviewed for justification regarding late submission.
- J. RQMC will process payment for invoices within 14 days from date of receipt.
- K. CONTRACTOR will cooperate with RQMC process for submitting the unit of service data for Medi-Cal billing in the required timeline. A signed paid certification of claim shall be submitted at time payment is received.
- L. RQMC shall pay CONTRACTOR consistent with the certified public expenditure process required by 42 CFR 433.51.
- M. The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by Mendocino County Mental Health Plan (MHP). Cost Report shall be completed by CONTRACTOR and submitted to RQMC by Oct 1, 2020. Payment shall be required by either RQMC or CONTRACTOR within sixty (60) days of settlement or as otherwise mutually agreed.
- N. CONTRACTOR will provide an annual budget and submit required financial information to RQMC monthly. CONTRACTOR agrees that a monthly Expenditure Report will be submitted to the County by RQMC each month.
- O. CONTRACTOR must comply with all policies, procedures, letters and notices of the County of Mendocino Mental Health Plan and California Department of Health Care Services and agrees to utilize the funds for client care services and exclude the use of funds for lobbying or other administrative activities not related to the delivery of services under the Mental Health plan.

**Audits:**

- A. CONTRACTOR shall comply with RQMC, State, or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings.
- B. CONTRACTOR and RQMC shall each be responsible for any audit exceptions or disallowances on their part.
- C. RQMC shall not withhold payment from CONTRACTOR for exceptions or disallowances for which RQMC is financially responsible, consistent with Welfare and Institutions Code 5778 (b)(4).



The compensation payable to CONTRACTOR hereunder shall not exceed **Seven Million Eight Hundred Thousand Dollars (\$7,800,000)** for the term of this Agreement.

[End of EXHIBIT B]

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CONTRACTOR shall pay RQMC a per the following instructions:

- A. RQMC will invoice CONTACTOR on a monthly basis for the use of administrative support for the EHR EXYM
- B. CONTRACTOR agrees to pay RQMC a monthly fee based on the total number of users, at a flat rate of Forty-Seven Dollars (\$47) per each individual user.

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## EXHIBIT C - INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude RQMC from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless RQMC, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to RQMC certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors Similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees. .

CONTRACTOR shall furnish to RQMC certificate(s) of insurance evidencing malpractice insurance coverage for CONTRACTOR and his employee(s) in an amount, which is no less than \$1,000,000 in a form acceptable to RQMC.

CONTRACTOR shall furnish to RQMC certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[End of EXHIBIT C]

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**EXHIBIT D - Contractor Assurance of Non-Discrimination**


NAME OF CONTRACTOR Redwood Community Services

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 - 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Aiutorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 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, sexual orientation, color, disability, medical condition, national origin, race, ancestry, 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 GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, 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, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

Date 7/26/19

  
Contractor Signature

### Contractor Address

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**EXHIBIT E - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS- LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and(d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

    Dan Andersen      
(Type Name)

RCS  
(Organization Name)

CEO  
(Title)

(Organization Address)

(Signature)

(Date) 7/26/19

**[End of EXHIBIT E]**

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**EXHIBIT F - MEDI-CAL DATA PRIVACY AND SECURITY AGREEMENT**

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII). Medi-Cal PII is information directly obtained in the course of performing an administrative function behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

**AGREEMENTS:**

NOW THEREFORE, RQMC and the Contractor mutually agree as follows:

**I. Privacy and Confidentiality**

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et seq, or as required by law.
- B. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.
- C. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- D. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

**II. Employee Training and Discipline**

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws.

Contractor shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who





intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records

with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

### III. Management Oversight and Monitoring

The Contractor agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

### IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi- Cal PII.

### V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require RQMC Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.



- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

#### VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link:  
[www.pd.dgs.ca.gov/masters/EncryptionSoftware.html](http://www.pd.dgs.ca.gov/masters/EncryptionSoftware.html). The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a newest anti-virus definition/software release is available.
- G. Ensure that all





workstations, laptops and other systems that process and/or store Medi-Cal PII has current security patches applied and up-to-date.

- G. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- H. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

#### VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII log. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.



## VIII. Audit Controls

- A. Contractor agrees to an annual system security review by the RQMC to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

## IX. Paper Document Controls

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

## X. Notification and Investigation of Breaches

**The Contractor agrees to:**

- A. Notify John Martire, Chief Welfare Investigator, at 467-5856.

## XI. Assessments and Reviews

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the RQMC, in order to perform assessments and reviews.

## XII. Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

[End of EXHIBIT F]

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### Exhibit G - Health Insurance Portability & Accountability Act (HIPAA)

CONTRACTOR agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act (HIPAA) and shall hold RQMC harmless from any sanctions received by the CONTRACTOR, to the extent permitted by law, for breach of these regulations. CONTRACTOR also agrees: patients to whom services are rendered are third-party beneficiaries of this section; to prohibit any unauthorized disclosures or use of protected information; to put in place appropriate safeguards ensuring only permitted uses and disclosures; to immediately report to RQMC reports of any unauthorized uses or disclosures; ensure that sub-contractors of CONTRACTOR agree to the provisions of this section; to consent to patient access to their own health information; to make protected information available to the Federal Department of Health and Human Services as well as all internal compliance policies and procedures; to provide for the destruction of protected information upon agreement termination unless it must be retained to comply with another provision of law; and to ensure appropriate correction or amendment of records. A failure by CONTRACTOR to adhere to these provisions shall result in agreement termination.

[End of EXHIBIT G]

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# HEALTH AND HUMAN SERVICES AGENCY BEHAVIORAL HEALTH & RECOVERY SERVICES



## POLICY AND PROCEDURE

Service Area: Mendocino County Behavioral Health and Recovery Services

Subject: Disclosure of Ownership, Control,  
and Relationship Information Policy

Subject Matter  
Expert:

\_\_\_\_\_  
Scott Abbott, Compliance Manager

BHRS Director:

\_\_\_\_\_  
Jenine Miller, BHRS Director

Previous or  
Referenced  
Policy No.:

Created: 7/2017

Reviewed:

Revised:

### POLICY:

Mendocino County Health and Human Services (HHSA) Behavioral Health and Recovery Services (BHRS) Administrative Service Organizations (ASO) and network providers are required to comply with 42 CFR section 455.104, regarding disclosure of ownership, control, and relationship information. The BHRS Compliance Officer is responsible for the collection of information from Disclosing Entities, managing employees and fiscal agents, as required in the MHP Contract. A background check, including fingerprinting, may be required if determined there is a "high" risk to the Medi-Cal program.

BHRS shall protect the security of the Disclosure of Ownership & Control Interests forms, ensure that the forms are only used for the purposes for which this information was gathered, and protect the integrity of that information by taking steps to make sure content is not modified, changed, or deleted.

### Definitions

*Disclosing Entity:* includes an ASO or a Medi-Cal provider (other than an individual practitioner or group of practitioners), or a fiscal agent. "Disclosing entities" normally are organizations where there are owners, officers, partners, or

## Letters of Agreements with Partners



2240 Old River Road  
Ukiah, CA 95482-6156

Ph. (707) 467-5001  
Fax (707) 462-0379

MICHELLE HUTCHINS  
*Superintendent of Schools*

SERVICE

EXCELLENCE

INNOVATION

TEAMWORK

February 13, 2020

Karen Lovato  
Behavioral Health and Recovery Services Acting Deputy Director  
Mendocino County Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482

Dear Ms. Lovato,

I would like my agency, Mendocino County Office of Education, to be part of the Mental Health Student Services Act (MHSSA) consortium in partnership with Mendocino County Behavioral Health and Recovery Services (BHRS). The goal of MHSSA, a 4-year grant, is to reduce drop-out rates, suspensions and expulsions, and increase suicide prevention awareness and reduce suicide risks by augmenting therapeutic and support services to school sites.

I understand that while Behavioral Health and Recovery Services (BHRS) will be the lead contact with the state in terms of disbursement of funds and reporting requirements, the MHSSA Consortium will work together to leverage existing resources as well as hire additional counseling case managers to provide needs assessments, pursue training opportunities in suicide prevention, and mental health awareness for school staff, and deliver wellness services directly to school campuses in Mendocino County. MHSSA will also be responsible for providing reports on numbers served, populations served, and support evidence-based practices. A steering committee will meet every other month, unless it is determined more frequent meetings are necessary. Facilitation of these meetings will rotate through the consortium and follow Brown Act protocols to inform the public and stakeholders of these meetings. As a participating agency, I will identify a representative from Mendocino County Office of Education to attend these regularly scheduled meetings.

As a partner in this grant program, I will participate or assign representative(s) to participate in steering committee meetings; attend relevant trainings; prioritize mental health awareness and suicide prevention trainings for school staff, work collaboratively with the counseling/case management personnel assigned to school sites, provide students with opportunities to participate in peer support and other programs designed to reduce stigma and increase mental health awareness; and collect and analyze data to evaluate the effectiveness of these services.

I look forward to being a part of the Mental Health Student Services Act Consortium and to reduce the County's drop out and suspension/expulsion rates by improving student social-emotional supports on school sites and increased mental health literacy.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Hutchins".

Michelle Hutchins  
County Superintendent of Schools  
Mendocino County Office of Education



SERVING CHILDREN, YOUTH & FAMILIES SINCE 1974

## LETTER OF AGREEMENT

Karen Lovato  
Behavioral Health and Recovery Services Acting Deputy Director  
Mendocino County Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482

February 19, 2020

Dear Ms. Lovato,

Mendocino County Youth Project is pleased to be part of the Mental Health Student Services Act (MHSSA) consortium in partnership with Mendocino County Behavioral Health and Recovery Services (BHRS). We are committed to enter into a Memorandum of Understanding toward building services that meet the goals of this program to support mental health service delivery in school settings in Mendocino County. Through the MHSSA consortium we aim to reduce drop-out rates, increase services to vulnerable populations, provide suicide prevention services, and develop ongoing placement assistance.

I understand that while BHRS will be the lead contact with the state in terms of disbursement of funds and reporting requirements, the MHSSA Consortium will work together to leverage existing resources with grant funds to provide needs assessments, pursue training opportunities and deliver services directly to campuses in Mendocino County. MHSSA will also be responsible for providing reports on numbers served, populations served, and support evidence-based practices. A steering committee will meet every other month, unless it is determined more frequent meetings are necessary. BHRS will facilitate these meetings and follow Brown Act protocols to inform the public and stakeholders of these meetings. As a participating agency, I will identify a representative to attend these regularly scheduled meetings.

As a partner in this grant program, I will ensure that Mendocino County Youth Project is committed to implementing Mental Health Student Services Act (MHSSA); participating in steering committee meetings; attending relevant trainings; hosting mental health services on campus; providing students with opportunities to participate in programs, including peer support programs; and collect and analyze data to evaluate the effectiveness of these programs.

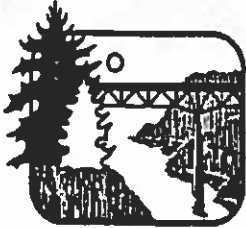
I look forward to being a part of the Mental Health Student Services Act Consortium and to provide mental health services directly to students in a campus setting.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanna Olson".

Joanna Olson  
Executive Director





# FORT BRAGG UNIFIED SCHOOL DISTRICT

Superintendent  
Rebecca Walker

Board of Trustees  
Kathy Babcock, President  
Mary Makela  
Jerry Matson  
Diana Paoli, Vice President  
Scott Schneider

312 South Lincoln Street, Fort Bragg, California 95437-4416

Telephone (707) 961-2850

Fax (707) 964-5002

02/18/2020

## LETTER OF AGREEMENT

Karen Lovato  
Behavioral Health and Recovery Services Acting Deputy Director  
Mendocino County Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482

Dear Ms. Lovato,

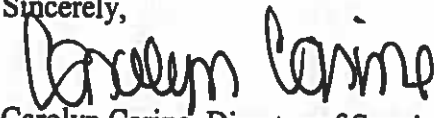
I would like my school/district/agency, Fort Bragg Unified School District to be part of the Mental Health Student Services Act (MHSSA) consortium in partnership with Mendocino County Behavioral Health and Recovery Services (BHRS). The goal of MHSSA, a 4-year grant, is to reduce drop-out rates, suspensions and expulsions, and increase suicide prevention awareness and reduce suicide risks by augmenting therapeutic and support services to school sites.

I understand that while Behavioral Health and Recovery Services (BHRS) will be the lead contact with the state in terms of disbursement of funds and reporting requirements, the MHSSA Consortium will work together to leverage existing resources as well as hire additional counseling case managers to provide needs assessments, pursue training opportunities in suicide prevention, and mental health awareness for school staff, and deliver wellness services directly to school campuses in Mendocino County. MHSSA will also be responsible for providing reports on numbers served, populations served, and support evidence-based practices. A steering committee will meet every other month, unless it is determined more frequent meetings are necessary. BHRS will facilitate these meetings and follow Brown Act protocols to inform the public and stakeholders of these meetings. As a participating agency, I will identify a representative from my school district to attend these regularly scheduled meetings.

As a partner in this grant program, I will participate or assign representative(s) to participate in steering committee meetings; attend relevant trainings; prioritize mental health awareness and suicide prevention trainings for school staff, work collaboratively with the counseling/case management personnel assigned to our sites, provide students with opportunities to participate in peer support and other programs designed to reduce stigma and increase mental health awareness; and collect and analyze data to evaluate the effectiveness of these services.

I look forward to being a part of the Mental Health Student Services Act Consortium and to reduce our school district's drop out and suspension/expulsion rates by improving student social-emotional supports on school sites through increased mental health literacy.

Sincerely,

  
Carolyn Carine, Director of Special Programs



February 20, 2020

## LETTER OF AGREEMENT

Karen Lovato  
Behavioral Health and Recovery Services Acting Deputy Director  
Mendocino County Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482

Dear Ms. Lovato,

I would like Mendocino County SELPA to be part of the Mental Health Student Services Act (MHSSA) consortium in partnership with Mendocino County Behavioral Health and Recovery Services (BHRS). The goal of MHSSA, a 4-year grant, is to reduce drop-out rates, suspensions and expulsions, and increase suicide prevention awareness and reduce suicide risks by augmenting therapeutic and support services to school sites.

I understand that while Behavioral Health and Recovery Services (BHRS) will be the lead contact with the state in terms of disbursement of funds and reporting requirements, the MHSSA Consortium will work together to leverage existing resources as well as hire additional counseling case managers to provide needs assessments, pursue training opportunities in suicide prevention, and mental health awareness for school staff, and deliver wellness services directly to school campuses in Mendocino County. MHSSA will also be responsible for providing reports on numbers served, populations served, and support evidence-based practices. A steering committee will meet every other month, unless it is determined more frequent meetings are necessary. BHRS will facilitate these meetings and follow Brown Act protocols to inform the public and stakeholders of these meetings. As a participating agency, I will identify a representative from my school district to attend these regularly scheduled meetings.

As a partner in this grant program, I will participate or assign representative(s) to participate in steering committee meetings; attend relevant trainings; prioritize mental health awareness and suicide prevention trainings for school staff, work collaboratively with the counseling/case management personnel assigned to our sites, provide students with opportunities to participate in peer support and other programs designed to reduce stigma and increase mental health awareness; and collect and analyze data to evaluate the effectiveness of these services.

I look forward to being a part of the Mental Health Student Services Act Consortium and to reduce our school district's drop out and suspension/expulsion rates by improving student social-emotional supports on school sites through increased mental health literacy.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gina Danner', with a large initial 'G' and a stylized 'D'.

Gina Danner, Executive Director  
Mendocino County SELPA

# *Manchester Union Elementary School District*

19550 S. Hwy 1, P.O. Box 98 Manchester, CA 95459  
Cynthia L.B. Gonzalez, Superintendent/Principal

(707) 882-2374 Fax (707) 882-3106  
Elsie Piper, Business Manager

February 24, 2020

## LETTER OF AGREEMENT

Karen Lovato  
Behavioral Health and Recovery Services Acting Deputy Director  
Mendocino County Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482

Dear Ms. Lovato,

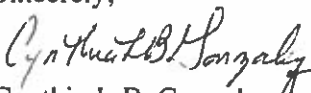
I would like my school district, Manchester Union Elementary to be part of the Mental Health Student Services Act (MHSSA) consortium in partnership with Mendocino County Behavioral Health and Recovery Services (BHRS). The goal of MHSSA, a 4-year grant, is to reduce drop-out rates, suspensions and expulsions, and increase suicide prevention awareness and reduce suicide risks by augmenting therapeutic and support services to school sites.

I understand that while Behavioral Health and Recovery Services (BHRS) will be the lead contact with the state in terms of disbursement of funds and reporting requirements, the MHSSA Consortium will work together to leverage existing resources as well as hire additional counseling case managers to provide needs assessments, pursue training opportunities in suicide prevention, and mental health awareness for school staff, and deliver wellness services directly to school campuses in Mendocino County. MHSSA will also be responsible for providing reports on numbers served, populations served, and support evidence-based practices. A steering committee will meet every other month, unless it is determined more frequent meetings are necessary. BHRS will facilitate these meetings and follow Brown Act protocols to inform the public and stakeholders of these meetings. As a participating agency, I will identify a representative from my school district to attend these regularly scheduled meetings.

As a partner in this grant program, I will participate or assign representative(s) to participate in steering committee meetings; attend relevant trainings; prioritize mental health awareness and suicide prevention trainings for school staff, work collaboratively with the counseling/case management personnel assigned to our sites, provide students with opportunities to participate in peer support and other programs designed to reduce stigma and increase mental health awareness; and collect and analyze data to evaluate the effectiveness of these services.

I look forward to being a part of the Mental Health Student Services Act Consortium and to reduce our school district's drop out and suspension/expulsion rates by improving student social-emotional supports on school sites through increased mental health literacy.

Sincerely,

  
Cynthia L.B. Gonzalez



## TAPESTRY FAMILY SERVICES

---

290 E. Gobbi Street  
Ukiah, CA 95482  
Tel (707) 463-3300  
Fax (707) 463-3318

February 19, 2020

### LETTER OF AGREEMENT

Karen Lovato  
Behavioral Health and Recovery Services Acting Deputy Director  
Mendocino County Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482

Dear Ms. Lovato,

I would like my school/district/agency, Tapestry Family Services, to be part of the Mental Health Student Services Act (MHSSA) consortium in partnership with Mendocino County Behavioral Health and Recovery Services (BHRS). We are committed to enter into a Memorandum of Understanding toward building services that meet the goals of this program to support mental health service delivery in school settings in Mendocino County. Through the MHSSA consortium we aim to reduce drop-out rates, increase services to vulnerable populations, provide suicide prevention services, and develop ongoing placement assistance.

I understand that while BHRS will be the lead contact with the state in terms of disbursement of funds and reporting requirements, the MHSSA Consortium will work together to leverage existing resources with grant funds to provide needs assessments, pursue training opportunities and deliver services directly to campuses in Mendocino County. MHSSA will also be responsible for providing reports on numbers served, populations served, and support evidence-based practices. A steering committee will meet every other month, unless it is determined more frequent meetings are necessary. BHRS will facilitate these meetings and follow Brown Act protocols to inform the public and stakeholders of these meetings. As a participating agency, I will ensure identify a representative from my school district to attend these regularly scheduled meetings.

As a partner in this grant program, I will ensure my [school district's] [agency's] commitment to implementing Mental Health Student Services Act (MHSSA); participating in steering committee meetings; attending relevant trainings; hosting mental health services on campus; providing students with opportunities to participate in programs, including peer support programs; and collect and analyze data to evaluate the effectiveness of these programs.

I look forward to being a part of the Mental Health Student Services Act Consortium and to provide mental health services directly to students in a campus setting.

Sincerely,

Natalie Shepard, MSW  
Executive Director  
Tapestry Family Services  
(707) 463-3300 ext 127



## Anderson Valley Unified School District

Post Office Box 457, Boonville, California 95415  
District Office (707) 895-3774 Fax (707) 895-2665

### LETTER OF AGREEMENT

February 19, 2020

Karen Lovato

Behavioral Health and Recovery Services Acting Deputy Director

Mendocino County Behavioral Health and Recovery Services

1120 S. Dora Street

Ukiah, CA 95482

Dear Ms. Lovato,

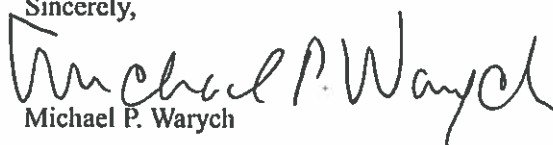
I would like my school/district/agency, Anderson Valley Unified School District, to be part of the Mental Health Student Services Act (MHSSA) consortium in partnership with Mendocino County Behavioral Health and Recovery Services (BHRS). The goal of MHSSA, a 4-year grant, is to reduce drop-out rates, suspensions and expulsions, and increase suicide prevention awareness and reduce suicide risks by augmenting therapeutic and support services to school sites.

I understand that while Behavioral Health and Recovery Services (BHRS) will be the lead contact with the state in terms of disbursement of funds and reporting requirements, the MHSSA Consortium will work together to leverage existing resources as well as hire additional counseling case managers to provide needs assessments, pursue training opportunities in suicide prevention, and mental health awareness for school staff, and deliver wellness services directly to school campuses in Mendocino County. MHSSA will also be responsible for providing reports on numbers served, populations served, and support evidence-based practices. A steering committee will meet every other month, unless it is determined more frequent meetings are necessary. BHRS will facilitate these meetings and follow Brown Act protocols to inform the public and stakeholders of these meetings. As a participating agency, I will identify a representative from my school district to attend these regularly scheduled meetings.

As a partner in this grant program, I will participate or assign representative(s) to participate in steering committee meetings; attend relevant trainings; prioritize mental health awareness and suicide prevention trainings for school staff, work collaboratively with the counseling/case management personnel assigned to our sites, provide students with opportunities to participate in peer support and other programs designed to reduce stigma and increase mental health awareness; and collect and analyze data to evaluate the effectiveness of these services.

I look forward to being a part of the Mental Health Student Services Act Consortium and to reduce our school district's drop out and suspension/expulsion rates by improving student social-emotional supports on school sites through increased mental health literacy.

Sincerely,

  
Michael P. Warych  
Superintendent



# *Laytonville Unified School District*

*Joan Viada Potter, Superintendent*

*P.O. Box 868*

*Laytonville, CA 95454*

*jvpotter@mcn.org*

*(707) 984-6414 (707) 984-8223 fax*

*February 12, 2020*

## LETTER OF AGREEMENT

Karen Lovato

Behavioral Health and Recovery Services Acting Deputy Director

Mendocino County Behavioral Health and Recovery Services

1120 S. Dora Street

Ukiah, CA 95482

Dear Ms. Lovato,

I would like my district, Laytonville Unified School District] to be part of the Mental Health Student Services Act (MHSSA) consortium in partnership with Mendocino County Behavioral Health and Recovery Services (BHRS). The goal of MHSSA, a 4-year grant, is to reduce drop-out rates, suspensions and expulsions, and increase suicide prevention awareness and reduce suicide risks by augmenting therapeutic and support services to school sites.

I understand that while Behavioral Health and Recovery Services (BHRS) will be the lead contact with the state in terms of disbursement of funds and reporting requirements, the MHSSA Consortium will work together to leverage existing resources as well as hire additional counseling case managers to provide needs assessments, pursue training opportunities in suicide prevention, and mental health awareness for school staff, and deliver wellness services directly to school campuses in Mendocino County. MHSSA will also be responsible for providing reports on numbers served, populations served, and support evidence-based practices. A steering committee will meet every other month, unless it is determined more frequent meetings are necessary. Facilitation of these meetings will rotate through the consortium and follow Brown Act protocols to inform the public and stakeholders of these meetings. As a participating agency, I will identify a representative from my school district to attend these regularly scheduled meetings.

As a partner in this grant program, I will participate or assign representative(s) to participate in steering committee meetings; attend relevant trainings; prioritize mental health awareness and suicide prevention trainings for school staff, work collaboratively with the counseling/case management personnel assigned to our sites, provide students with opportunities to participate in peer support and other programs designed to reduce stigma and increase mental health awareness; and collect and analyze data to evaluate the effectiveness of these services.

I look forward to being a part of the Mental Health Student Services Act Consortium and to reduce our school district's drop out and suspension/expulsion rates by improving student social-emotional supports on school sites and increased mental health literacy.

Sincerely,

Joan Viada Potter, Superintendent

POTTER VALLEY COMMUNITY UNIFIED SCHOOL DISTRICT

P.O. BOX 219

POTTER VALLEY, CA. 95469

DISTRICT OFFICE – 10401 MAIN ST., POTTER VALLEY, CA 95469 – (707)743-2101 – FAX (707)743-1930

February 19, 2020

LETTER OF AGREEMENT

Karen Lovato  
Behavioral Health and Recovery Services Acting Deputy Director  
Mendocino County Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482

Dear Ms. Lovato,

I would like my district, Potter Valley Community Unified School District to be part of the Mental Health Student Services Act (MHSSA) consortium in partnership with Mendocino County Behavioral Health and Recovery Services (BHRS). The goal of MHSSA, a 4-year grant, is to reduce drop-out rates, suspensions and expulsions, and increase suicide prevention awareness and reduce suicide risks by augmenting therapeutic and support services to school sites.

I understand that while Behavioral Health and Recovery Services (BHRS) will be the lead contact with the state in terms of disbursement of funds and reporting requirements, the MHSSA Consortium will work together to leverage existing resources as well as hire additional counseling case managers to provide needs assessments, pursue training opportunities in suicide prevention, and mental health awareness for school staff, and deliver wellness services directly to school campuses in Mendocino County. MHSSA will also be responsible for providing reports on numbers served, populations served, and support evidence-based practices. A steering committee will meet every other month, unless it is determined more frequent meetings are necessary. BHRS will facilitate these meetings and follow Brown Act protocols to inform the public and stakeholders of these meetings. As a participating agency, I will identify a representative from my school district to attend these regularly scheduled meetings.

As a partner in this grant program, I will participate or assign representative(s) to participate in steering committee meetings; attend relevant trainings; prioritize mental health awareness and suicide prevention trainings for school staff, work collaboratively with the counseling/case management personnel assigned to our sites, provide students with opportunities to participate in peer support and other programs designed to reduce stigma and increase mental health awareness; and collect and analyze data to evaluate the effectiveness of these services.

I look forward to being a part of the Mental Health Student Services Act Consortium and to reduce our school district's drop out and suspension/expulsion rates by improving student social-emotional supports on school sites through increased mental health literacy.

Sincerely,

  
Holly McLaughlin, Superintendent





RESHAPE • EMPOWER • ACCEPT • LEAD

[www.RedwoodCommunityServices.org](http://www.RedwoodCommunityServices.org)

February 5, 2020

## LETTER OF AGREEMENT

Karen Lovato  
Behavioral Health and Recovery Services Acting Deputy Director  
Mendocino County Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482

Dear Ms. Lovato,

I would like my agency, Redwood Community Services, Inc. to be part of the Mental Health Student Services Act (MHSSA) consortium in partnership with Mendocino County Behavioral Health and Recovery Services (BHRS). We are committed to enter into a Memorandum of Understanding toward building services that meet the goals of this program to support mental health service delivery in school settings in Mendocino County. Through the MHSSA consortium we aim to reduce drop-out rates, increase services to vulnerable populations, provide suicide prevention services, and develop ongoing placement assistance.

I understand that while BHRS will be the lead contact with the state in terms of disbursement of funds and reporting requirements, the MHSSA Consortium will work together to leverage existing resources with grant funds to provide needs assessments, pursue training opportunities and deliver services directly to campuses in Mendocino County. MHSSA will also be responsible for providing reports on numbers served, populations served, and support evidence-based practices. A steering committee will meet every other month, unless it is determined more frequent meetings are necessary. BHRS will facilitate these meetings and follow Brown Act protocols to inform the public and stakeholders of these meetings. As a participating agency, I will ensure identify a representative from my school district to attend these regularly scheduled meetings.

As a partner in this grant program, I will ensure my school district's commitment to implementing Mental Health Student Services Act (MHSSA); participating in steering committee meetings; attending relevant trainings; hosting mental health services on campus; providing students with opportunities to participate in programs, including peer support programs; and collect and analyze data to evaluate the effectiveness of these programs.

I look forward to being a part of the Mental Health Student Services Act Consortium and to provide mental health services directly to students in a campus setting.

Sincerely,

A handwritten signature in blue ink that reads "Victoria Kelly".

Victoria Kelly  
Chief Operating Officer  
Redwood Community Services, Inc.

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Foster Family Agency | Behavioral Health Services | Family Social Services | Skill Building & Empowerment Services  
Crisis Response Services | Transitional Services | Residential Services | Homeless Services | Substance Use Services

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Mailing Address: PO Box 2077, Ukiah Ca 95482 | Administrative Office: 707-467-2010 | Administrative Fax: 707-462-6994



555 Leslie Street, Ukiah, CA 95482 \* 707-467-1855 \* 707-467-1857 fax \*

## LETTER OF AGREEMENT

Karen Lovato  
Behavioral Health and Recovery Services Acting Deputy Director  
Mendocino County Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482

Dear Ms. Lovato,

I would like my school/district/agency, River Oak Charter School to be part of the Mental Health Student Services Act (MHSSA) consortium in partnership with Mendocino County Behavioral Health and Recovery Services (BHRS). The goal of MHSSA, a 4-year grant, is to reduce drop-out rates, suspensions and expulsions, and increase suicide prevention awareness and reduce suicide risks by augmenting therapeutic and support services to school sites.

I understand that while Behavioral Health and Recovery Services (BHRS) will be the lead contact with the state in terms of disbursement of funds and reporting requirements, the MHSSA Consortium will work together to leverage existing resources as well as hire additional counseling case managers to provide needs assessments, pursue training opportunities in suicide prevention, and mental health awareness for school staff, and deliver wellness services directly to school campuses in Mendocino County. MHSSA will also be responsible for providing reports on numbers served, populations served, and support evidence-based practices. A steering committee will meet every other month, unless it is determined more frequent meetings are necessary. BHRS will facilitate these meetings and follow Brown Act protocols to inform the public and stakeholders of these meetings. As a participating agency, I will identify a representative from my school district to attend these regularly scheduled meetings.

As a partner in this grant program, I will participate or assign representative(s) to participate in steering committee meetings; attend relevant trainings; prioritize mental health awareness and suicide prevention trainings for school staff, work collaboratively with the counseling/case management personnel assigned to our sites, provide students with opportunities to participate in peer support and other programs designed to reduce stigma and increase mental health awareness; and collect and analyze data to evaluate the effectiveness of these services.

I look forward to being a part of the Mental Health Student Services Act Consortium and to reduce our school district's drop out and suspension/expulsion rates by improving student social-emotional supports on school sites through increased mental health literacy.

Sincerely,  
Jeanne Yttreness, Interim Supt./Principal  
2/19/2020



DEBRA KUBIN, SUPERINTENDENT

511 S. Orchard Ave., Ukiah, CA 95482-3470 - (707) 472-5002 - Fax (707) 463-2120 - [www.uusd.net](http://www.uusd.net)

February 18, 2020

## LETTER OF AGREEMENT

Karen Lovato  
Behavioral Health and Recovery Services Acting Deputy Director  
Mendocino County Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482

Dear Ms. Lovato,

I would like my school/district/agency, Ukiah Unified School District, to be part of the Mental Health Student Services Act (MHSSA) consortium in partnership with Mendocino County Behavioral Health and Recovery Services (BHRS). The goal of MHSSA, a 4-year grant, is to reduce drop-out rates, suspensions and expulsions, and increase suicide prevention awareness and reduce suicide risks by augmenting therapeutic and support services to school sites.

I understand that while Behavioral Health and Recovery Services (BHRS) will be the lead contact with the state in terms of disbursement of funds and reporting requirements, the MHSSA Consortium will work together to leverage existing resources as well as hire additional counseling case managers to provide needs assessments, pursue training opportunities in suicide prevention, and mental health awareness for school staff, and deliver wellness services directly to school campuses in Mendocino County. MHSSA will also be responsible for providing reports on numbers served, populations served, and support evidence-based practices. A steering committee will meet every other month, unless it is determined more frequent meetings are necessary. BHRS will facilitate these meetings and follow Brown Act protocols to inform the public and stakeholders of these meetings. As a participating agency, I will identify a representative from my school district to attend these regularly scheduled meetings.

As a partner in this grant program, I will participate or assign representative(s) to participate in steering committee meetings; attend relevant trainings; prioritize mental health awareness and suicide prevention trainings for school staff, work collaboratively with the counseling/case management personnel assigned to our sites, provide students with opportunities to participate in peer support and other programs designed to reduce stigma and increase mental health awareness; and collect and analyze data to evaluate the effectiveness of these services.

I look forward to being a part of the Mental Health Student Services Act Consortium and to reduce our school district's drop out and suspension/expulsion rates by improving student social-emotional supports on school sites through increased mental health literacy.

Sincerely,

Debra Kubin, Superintendent

DK/deb

Mark Westerburg  
Superintendent

# Willits Unified School District

Board of Trustees  
Alex Bowlds  
Robert Chavez  
Robert Colvig  
Jeanne King  
Paula Nunez

February 19, 2020

## LETTER OF AGREEMENT

Karen Lovato  
Behavioral Health and Recovery Services Acting Deputy Director  
Mendocino County Behavioral Health and Recovery Services  
1120 S. Dora Street  
Ukiah, CA 95482

Dear Ms. Lovato,

I would like Willits Unified School District to be part of the Mental Health Student Services Act (MHSSA) consortium in partnership with Mendocino County Behavioral Health and Recovery Services (BHRS). The goal of MHSSA, a 4-year grant, is to reduce drop-out rates, suspensions and expulsions, and increase suicide prevention awareness and reduce suicide risks by augmenting therapeutic and support services to school sites.

I understand that while Behavioral Health and Recovery Services (BHRS) will be the lead contact with the state in terms of disbursement of funds and reporting requirements, the MHSSA Consortium will work together to leverage existing resources as well as hire additional counseling case managers to provide needs assessments, pursue training opportunities in suicide prevention, and mental health awareness for school staff, and deliver wellness services directly to school campuses in Mendocino County. MHSSA will also be responsible for providing reports on numbers served, populations served, and support evidence-based practices. A steering committee will meet every other month, unless it is determined more frequent meetings are necessary. BHRS will facilitate these meetings and follow Brown Act protocols to inform the public and stakeholders of these meetings. As a participating agency, I will identify a representative from my school district to attend these regularly scheduled meetings.

As a partner in this grant program, I will participate or assign representative(s) to participate in steering committee meetings; attend relevant trainings; prioritize mental health awareness and suicide prevention trainings for school staff, work collaboratively with the counseling/case management personnel assigned to our sites, provide students with opportunities to participate in peer support and other programs designed to reduce stigma and increase mental health awareness; and collect and analyze data to evaluate the effectiveness of these services.

I look forward to being a part of the Mental Health Student Services Act Consortium and to reduce our school district's drop out and suspension/expulsion rates by improving student social-emotional supports on school sites through increased mental health literacy.

Sincerely,



Mark Westerburg, Superintendent  
Willits Unified School District

## **Attachment 4: Applicant Background**

## ATTACHMENT 4: APPLICANT BACKGROUND

Partnership Background	
VII.C.i.1.	<p><i>What is the vision, mission, objective of the Partnership and how is it accomplished?</i></p> <p>The Mendocino County Student Services partnership is led by Mendocino County Behavioral Health and includes the Mendocino County Office of Education, behavioral health service providers, and school districts. The vision of the partnership is for all students to have access to the necessary services and supports to become healthy, resilient adults and for schools to provide the nurturing, trauma-informed environments that support behavioral health and education outcomes. We bring together educators, administrators, mental health professionals, and families to interrupt intergenerational cycles of trauma, its impact on mental and physical health, and poverty. We are committed to building infrastructure that works toward this vision through a three-pronged approach incorporating education, assessment, and services. We intend to build on the solid foundation of services within Mendocino County through expansion of current services, increasing available services and modalities, strengthening education and training to staff and faculty, and implementing peer support models.</p> <p>The Mendocino County Student Services Partnership accomplishes our mission, vision, and objectives through input-and data-driven assessment of needs, multi-tiered approaches to problems, and collaborative efforts between school districts, county stakeholders, and community providers. Our approach includes a population approach in schools, which is driven by an understanding of the impact of individual experiences on community, and the impact of the community's health and safety on individual outcomes. In order to address the impact of mental health crises on education and health outcomes, we have to address both the needs of individual students and their families and think about how to address these issues broadly. Schools can be trauma-informed systems that nurture health and wellness. School systems naturally serve as the first point of contact for behavioral health services for youth and, when prepared to do so, offer an opportunity for early identification and early intervention to address these issues.</p> <p>The Mendocino County Student Services partnership has a successful history of delivering services in school and community settings through collaboration with schools, providers, and county departments. The partnership links students and their families to services through interventions provided in a natural setting, schools. Effective, family and youth-driven services are provided by established behavioral</p>

	health providers in Mendocino County, including the Mendocino County Youth Project, Redwood Community Services, Redwood Quality Management Company, and Tapestry Family Services. The partnership delivers an array of services to students and families through therapists, counselors, and other case managers working on-site at schools and through services offered in the community. During the 2018-2019 school year, 351 children ages 0-15 and 136 transition age youth ages 15-24 were served through Prevention and Early Intervention Programs. In fiscal year 2019, Mendocino County's Children, Youth, and Young Adult System of Care, provided outpatient services to 1499 individuals, 1086 crisis line contacts, 747 Emergency Crisis Assessments, and 237 Inpatient Hospitalizations.								
VII.C.i.2.	What entities are involved? List them individually? The Letters of Agreement from the partners are included at the end of Attachment 3.								
	a.	County Mental or Behavioral Health Department: 1) Mendocino County Behavioral Health and Recovery Services							
	b.	County Office of Education: 1) Mendocino County Office of Education							
	c.	Charter School: 1) Eel River Charter School 2) Willits Elementary Charter School 3) River Oak Charter School							
	d.	<table><tr><td>School Districts:</td><td>Enrollment:</td></tr><tr><td>1) Ukiah Unified School District</td><td>1) 6,606</td></tr><tr><td>2) Willits Unified School District</td><td>2) 1,847</td></tr><tr><td>3) Fort Bragg Unified School District</td><td>3) 1,883</td></tr></table>	School Districts:	Enrollment:	1) Ukiah Unified School District	1) 6,606	2) Willits Unified School District	2) 1,847	3) Fort Bragg Unified School District
School Districts:	Enrollment:								
1) Ukiah Unified School District	1) 6,606								
2) Willits Unified School District	2) 1,847								
3) Fort Bragg Unified School District	3) 1,883								



		4) Laytonville Unified School District	4) 360
		5) Anderson Valley Unified School District	5) 490
		6) Potter Valley Community Unified School District	6) 264
	e.	School: 1) Manchester Union Elementary School	Enrollment: 1) 36
VII.C.i.3.	Governance Structure		
	a.	<p><i>Describe the governance structure of the County – Educational Entities partnership:</i></p> <p>The Mendocino County Student Services partnership has established relationships between the Mendocino County Department of Behavioral Health and the Office of Education. This grant will build upon the existing governance structure, where needed.</p> <p>In addition, direct service providers are under contract with the county BHRS. The community partners are the Mendocino County Youth Project, Redwood Community Services, and Tapestry Family Services. The contracts include providing services directly to students in campus settings and also to provide community based behavioral health and supporting services. The contracts to the community providers are managed through Redwood Quality Management Company, which has a contract with Mendocino County to function as the county's Administrative Services Organization in order to provide administration, oversight, and reporting of county mental health services.</p>	
	b.	<p><i>What is the role of the governance group and what are the decision-making responsibilities given to it?</i></p> <p>The Role of the governance group is to develop and oversee the program and facilitate a collaborative integration of government bodies with service providers and school districts. Among the group's primary goals is ensuring that the program implementation meets the needs of the target population. This is accomplished in part by leveraging existing resources and increasing interagency communication and collaboration.</p>	



	<p>The governance group ensures that deliverables are met in a way that increases access to mental health services, expands services to underserved groups and outlying areas, and links resources for students and their families.</p> <p>In addition to these overall goals, the governance group is tasked with the following:</p> <ul style="list-style-type: none"><li>● Risk assessment</li><li>● Establishing baselines and goals for project objectives and outcomes</li><li>● Ensuring projects are meeting objectives and outcome goals</li><li>● Problem resolution</li><li>● Bimonthly meetings</li><li>● Reviewing expenditures</li><li>● Collecting data and compiling reports</li><li>● Allocating funds based on identified needs and available resources</li></ul>
c.	<p><i>Who is involved and what are the roles of each?</i></p> <p><b>Person and Title:</b> Karen Lovato, Acting Deputy Director of Mendocino County Behavioral Health and Recovery Services</p> <p><b>Role:</b></p> <ul style="list-style-type: none"><li>● Oversight of contracts with direct service providers</li><li>● Ensuring access and linkage to specialty mental health are met</li><li>● Monitor problem resolution through specialty mental health</li><li>● Ensuring all relevant agencies parties are informed and involved in decision making process.</li><li>● Ensuring information between statutory and non-government agencies</li><li>● Monitoring milestones</li><li>● Ensuring data reports are written and submitted in accordance with grant expectations</li></ul>

**Person and Title:** Kim Kerns, Assistant Superintendent of Mendocino County Schools,  
Mendocino County Office of Education

**Role:**

- Support a pathway of communication between teachers, school site staff, services providers, MHSSA partners and members of the steering committee
- As part of the MHSSA team and steering committee help determine uniform referral practices
- Oversee the counseling staff provided by MCOE
- Commit staff to ongoing professional development around suicide prevention, mental health awareness, trauma informed practices etc.
- As a member of the steering committee help explore opportunities for students to engage in peer mentoring
- Review and analyze data
- Supporting opportunities for trainings and other professional development, availability of community resources to school faculty and personnel

**Person and Title:** Deb Kubin, Superintendent, Ukiah Unified School District

**Role:**

- Identify a space for providers to meet with students to provide services
- Provide a pathway of communication between teachers, school site staff, services providers, MHSSA partners and members of the steering committee
- As part of the MHSSA team and steering committee help determine uniform referral practices
- Report back to the steering committee on successes and challenges of school site program implementation
- Educate teaching staff on the referral processes
- Commit staff to ongoing professional development around suicide prevention, mental health awareness, trauma informed practices etc.
- As a member of the steering committee help explore opportunities for students to engage in peer mentoring

		<ul style="list-style-type: none"><li>● Collect and analyze data</li><li>● Communicating opportunities for trainings and other professional development, availability of community resources to school faculty and personnel</li></ul>
		<b>Person and Title:</b> Holly McLaughlin, Superintendent, Potter Valley Community School District
		<b>Role:</b> <ul style="list-style-type: none"><li>● Identify a space for providers to meet with students to provide services</li><li>● Provide a pathway of communication between teachers, school site staff, services providers, MHSSA partners and members of the steering committee</li><li>● As part of the MHSSA team and steering committee help determine uniform referral practices</li><li>● Report back to the steering committee on successes and challenges of school site program implementation</li><li>● Educate teaching staff on the referral processes</li><li>● Commit staff to ongoing professional development around suicide prevention, mental health awareness, trauma informed practices etc.</li><li>● As a member of the steering committee help explore opportunities for students to engage in peer mentoring</li><li>● Collect and analyze data</li><li>● Communicating opportunities for trainings and other professional development, availability of community resources to school faculty and personnel</li></ul>
		<b>Person and Title:</b> Mark Westerberg, Superintendent, Willits Unified School District
		<b>Role:</b> <ul style="list-style-type: none"><li>● Identify a space for providers to meet with students to provide services</li><li>● Provide a pathway of communication between teachers, school site staff, services providers, MHSSA partners and members of the steering committee</li><li>● As part of the MHSSA team and steering committee help determine uniform referral practices</li></ul>

	<ul style="list-style-type: none"> <li>• Report back to the steering committee on successes and challenges of school site program implementation</li> <li>• Educate teaching staff on the referral processes</li> <li>• Commit staff to ongoing professional development around suicide prevention, mental health awareness, trauma informed practices etc.</li> <li>• As a member of the steering committee help explore opportunities for students to engage in peer mentoring</li> <li>• Collect and analyze data</li> <li>• Communicating opportunities for trainings and other professional development, availability of community resources to school faculty and personnel</li> </ul>
	<p><b>Person and Title:</b> Carolyn Carine, Director of Special Programs, Fort Bragg Unified School District</p> <p><b>Role:</b></p> <ul style="list-style-type: none"> <li>• Identify a space for providers to meet with students to provide services</li> <li>• Provide a pathway of communication between teachers, school site staff, services providers, MHSSA partners and members of the steering committee</li> <li>• As part of the MHSSA team and steering committee help determine uniform referral practices</li> <li>• Report back to the steering committee on successes and challenges of school site program implementation</li> <li>• Educate teaching staff on the referral processes</li> <li>• Commit staff to ongoing professional development around suicide prevention, mental health awareness, trauma informed practices etc.</li> <li>• As a member of the steering committee help explore opportunities for students to engage in peer mentoring</li> <li>• Collect and analyze data</li> <li>• Communicating opportunities for trainings and other professional development, availability of community resources to school faculty and personnel</li> </ul>
	<p><b>Person and Title:</b> Joanie Potter, Superintendent, Laytonville Unified School District</p>

	<p><b>Role:</b></p> <ul style="list-style-type: none"><li>● Identify a space for providers to meet with students to provide services</li><li>● Provide a pathway of communication between teachers, school site staff, services providers, MHSSA partners and members of the steering committee</li><li>● As part of the MHSSA team and steering committee help determine uniform referral practices</li><li>● Report back to the steering committee on successes and challenges of school site program implementation</li><li>● Educate teaching staff on the referral processes</li><li>● Commit staff to ongoing professional development around suicide prevention, mental health awareness, trauma informed practices etc.</li><li>● As a member of the steering committee help explore opportunities for students to engage in peer mentoring</li><li>● Collect and analyze data</li><li>● Communicating opportunities for trainings and other professional development, availability of community resources to school faculty and personnel</li></ul>
	<p><b>Person and Title:</b> Michael Warych, Superintendent, Anderson Valley Unified School District</p> <p><b>Role:</b></p> <ul style="list-style-type: none"><li>● Identify a space for providers to meet with students to provide services</li><li>● Provide a pathway of communication between teachers, school site staff, services providers, MHSSA partners and members of the steering committee</li><li>● As part of the MHSSA team and steering committee help determine uniform referral practices</li><li>● Report back to the steering committee on successes and challenges of school site program implementation</li><li>● Educate teaching staff on the referral processes</li><li>● Commit staff to ongoing professional development around suicide prevention, mental health awareness, trauma informed practices etc.</li></ul>

		<ul style="list-style-type: none"><li>● As a member of the steering committee help explore opportunities for students to engage in peer mentoring</li><li>● Collect and analyze data</li><li>● Communicating opportunities for trainings and other professional development, availability of community resources to school faculty and personnel</li></ul>
		<p><b>Person and Title:</b> Cindi Gonzales, Superintendent and Principal, Manchester School District</p> <p><b>Role:</b></p> <ul style="list-style-type: none"><li>● Identify a space for providers to meet with students to provide services</li><li>● Provide a pathway of communication between teachers, school site staff, services providers, MHSSA partners and members of the steering committee</li><li>● As part of the MHSSA team and steering committee help determine uniform referral practices</li><li>● Report back to the steering committee on successes and challenges of school site program implementation</li><li>● Educate teaching staff on the referral processes</li><li>● Commit staff to ongoing professional development around suicide prevention, mental health awareness, trauma informed practices etc.</li><li>● As a member of the steering committee help explore opportunities for students to engage in peer mentoring</li><li>● Collect and analyze data</li><li>● Communicating opportunities for trainings and other professional development, availability of community resources to school faculty and personnel</li></ul>
		<p><b>Person and Title:</b> Jeanne Yttreiness, Head Administrator, River Oak Charter School</p> <p><b>Role:</b></p> <ul style="list-style-type: none"><li>● Identify a space for providers to meet with students to provide services</li><li>● Provide a pathway of communication between teachers, school site staff, services providers, MHSSA partners and members of the steering committee</li></ul>



	<ul style="list-style-type: none"> <li>● As part of the MHSSA team and steering committee help determine uniform referral practices</li> <li>● Report back to the steering committee on successes and challenges of school site program implementation</li> <li>● Educate teaching staff on the referral processes</li> <li>● Commit staff to ongoing professional development around suicide prevention, mental health awareness, trauma informed practices etc.</li> <li>● As a member of the steering committee help explore opportunities for students to engage in peer mentoring</li> <li>● Collect and analyze data</li> <li>● Communicating opportunities for trainings and other professional development, availability of community resources to school faculty and personnel</li> </ul>
	<p><b>Person and Title:</b> Gina Danner, Executive Director, Special Education Local Plan Areas</p> <p><b>Role:</b></p> <ul style="list-style-type: none"> <li>● Support a pathway of communication between teachers, school site staff, services providers, MHSSA partners and members of the steering committee</li> <li>● As part of the MHSSA team and steering committee help determine uniform referral practices</li> <li>● Oversee SELPA's intensive educational services to school sites.</li> <li>● Commit staff to ongoing professional development around suicide prevention, mental health awareness, trauma informed practices etc.</li> <li>● As a member of the steering committee help explore opportunities for students to engage in peer mentoring</li> <li>● Review and analyze data</li> <li>● Supporting opportunities for trainings and other professional development, availability of community resources to school faculty and personnel</li> </ul>
	<p><b>Person and Title:</b> Tim Schraeder, CEO, Redwood Quality Management Company</p>

	<p><b>Role:</b></p> <ul style="list-style-type: none"> <li>• Provide for medically necessary SMHS in Mendocino County</li> <li>• Ensure contracts meet MHSSA standards</li> <li>• Compile and report on services data</li> <li>• Ensure compliance with the Mendocino County Mental Health Plan agreement</li> </ul>
	<p><b>Person and Title:</b> Victoria Kelly, CEO, Redwood Community Services</p> <p><b>Role:</b></p> <ul style="list-style-type: none"> <li>• Ensure services are provided to students</li> <li>• Provide risk assessment and referrals</li> <li>• Increasing personnel (counselors, case managers, etc.) to provide services</li> </ul>
	<p><b>Person and Title:</b> Nicole Johns, Clinical Supervisor, Tapestry Family Services</p> <p><b>Role:</b></p> <ul style="list-style-type: none"> <li>• Ensure services are provided to students</li> <li>• Provide risk assessment and referrals</li> <li>• Increasing personnel (counselors, case managers, etc.) to provide services</li> </ul>
	<p><b>Person and Title:</b> Joanna Olson, Executive Director Mendocino County Youth Project</p> <p><b>Role:</b></p> <ul style="list-style-type: none"> <li>• Ensure services are provided to students</li> <li>• Provide risk assessment and referrals</li> <li>• Increasing personnel (counselors, case managers, etc.) to provide services</li> </ul>
	<p><b>Person and Title:</b> Alice Hawley, Director of Student Achievement, Eel River Charter School</p>



	<p><b>Role:</b></p> <ul style="list-style-type: none"> <li>● Identify a space for providers to meet with students to provide services</li> <li>● Provide a pathway of communication between teachers, school site staff, services providers, MHSSA partners and members of the steering committee</li> <li>● As part of the MHSSA team and steering committee help determine uniform referral practices</li> <li>● Report back to the steering committee on successes and challenges of school site program implementation</li> <li>● Educate teaching staff on the referral processes</li> <li>● Commit staff to ongoing professional development around suicide prevention, mental health awareness, trauma informed practices etc.</li> <li>● As a member of the steering committee help explore opportunities for students to engage in peer mentoring</li> <li>● Collect and analyze data</li> <li>● Communicating opportunities for trainings and other professional development, availability of community resources to school faculty and personnel</li> </ul>
	<p><b>Person and Title:</b> Charlene Bredder, Director, Willits Elementary Charter School</p> <p><b>Role:</b></p> <ul style="list-style-type: none"> <li>● Identify a space for providers to meet with students to provide services</li> <li>● Provide a pathway of communication between teachers, school site staff, services providers, MHSSA partners and members of the steering committee</li> <li>● As part of the MHSSA team and steering committee help determine uniform referral practices</li> <li>● Report back to the steering committee on successes and challenges of school site program implementation</li> <li>● Educate teaching staff on the referral processes</li> <li>● Commit staff to ongoing professional development around suicide prevention, mental health awareness, trauma informed practices etc.</li> </ul>

		<ul style="list-style-type: none"> <li>As a member of the steering committee help explore opportunities for students to engage in peer mentoring</li> <li>Collect and analyze data</li> <li>Communicating opportunities for trainings and other professional development, availability of community resources to school faculty and personnel</li> </ul>
	d.	<p>Include an organization chart which lists all entities and their roles.</p> <p>Check the box below to indicate the document has been provided.</p> <p><input checked="" type="checkbox"/></p>
	e.	<p>State how often the governance group meets. Are these regularly scheduled meetings, ad hoc meetings, or a combination?</p> <p><input checked="" type="checkbox"/> Regularly Scheduled. State how often: Bimonthly.</p> <p><input type="checkbox"/> Ad hoc. Explain:</p> <p><input checked="" type="checkbox"/> Combination. Explain:</p> <p>Prior to the MHSSA partnership, the existing partnerships within the county were served through a variety of stakeholder feedback meetings that have been ongoing since the implementation of MHSA in Mendocino County. MHSA stakeholder feedback meetings are conducted every other month at various locations across the county. They are intended to provide a vehicle for feedback from clients, community members, community partners, service providers, and family members regarding all systems of care within MHSA. Additional meetings are held which oversee the administration of the partnerships and contracts, such as Behavioral Health Advisory Meetings, Multi-Disciplinary Meetings, Multi Agency Coalition meetings, Contract oversight meetings, and meetings to monitor the Memoranda of Understanding.</p>
	e. i.	<p>Provide copy of any bylaws, motion, or some other agreement identifying the number of times the Governing body meets.</p>

		<p>Check the box below to indicate the document has been provided.</p> <p><input checked="" type="checkbox"/></p>
		<p>Provide agendas, meeting minutes, or public notifications of the meetings to show that the governing body has met over the past year.</p>
	ii.	<p>Check the box below to indicate the document has been provided.</p> <p><input checked="" type="checkbox"/></p>
VII.C.i.4.	<p>Describe the sources of funds supporting the Partnership:</p> <p>The funds supporting the Partnership are Medi-Cal for specialty mental health, State Realignment, MHSA, and school district funding.</p>	
	a.	<p>How much is from Medi-Cal, annually?</p> <p>\$3,626,370</p>
	b.	<p>How much is from the county, annually?</p> <p>\$2,902,165</p>
	b. i.	<p>What are the sources of the county funds?</p> <p>State Realignment and MHSA funds</p>

	b.	ii.	<p>Is this permanent, one-time, or temporary funding?</p> <p>Funding is permanent but fluctuates based on qualified specialty mental health services, stakeholder changes for Mental Health Services Act, and grants for the School Districts.</p>
	c.		<p>How much is from the school district/Local Educational Agency (LEA), annually?</p> <p>The Office of Education has yearly revenue \$19,996,490.</p>
	c.	i.	<p><i>What are the sources of the school district/LEA funds?</i></p> <p>The budget breaks down as follows:</p> <ul style="list-style-type: none"> <li>• \$8,501,228 from LCFF sources</li> <li>• \$1,188,510 from Federal sources</li> <li>• \$3,058,126 from State sources</li> <li>• \$7,248,626 from Local sources</li> </ul> <p>The local sources include grants, interest, SELPA allocation for Special Education programs, contracted services, interagency contracts with school districts to provide psychologist and nurse service, rent income, Erate, fees for adult classes, and technology services.</p>
	c.	ii.	<p><i>Is this permanent, one-time, or temporary funding?</i></p> <p>The core yearly revenue is approved in the fiscal year budget by Mendocino County. The additional funding is temporary and often in partnership with community partners.</p>
	d.		<p><i>How much is from the State, annually?</i></p> <p>\$3,058,126</p>
	d.	i.	<p><i>What are the sources of the State funds?</i></p> <p>Grants, Mandated Costs reimbursement, and State Lottery</p>

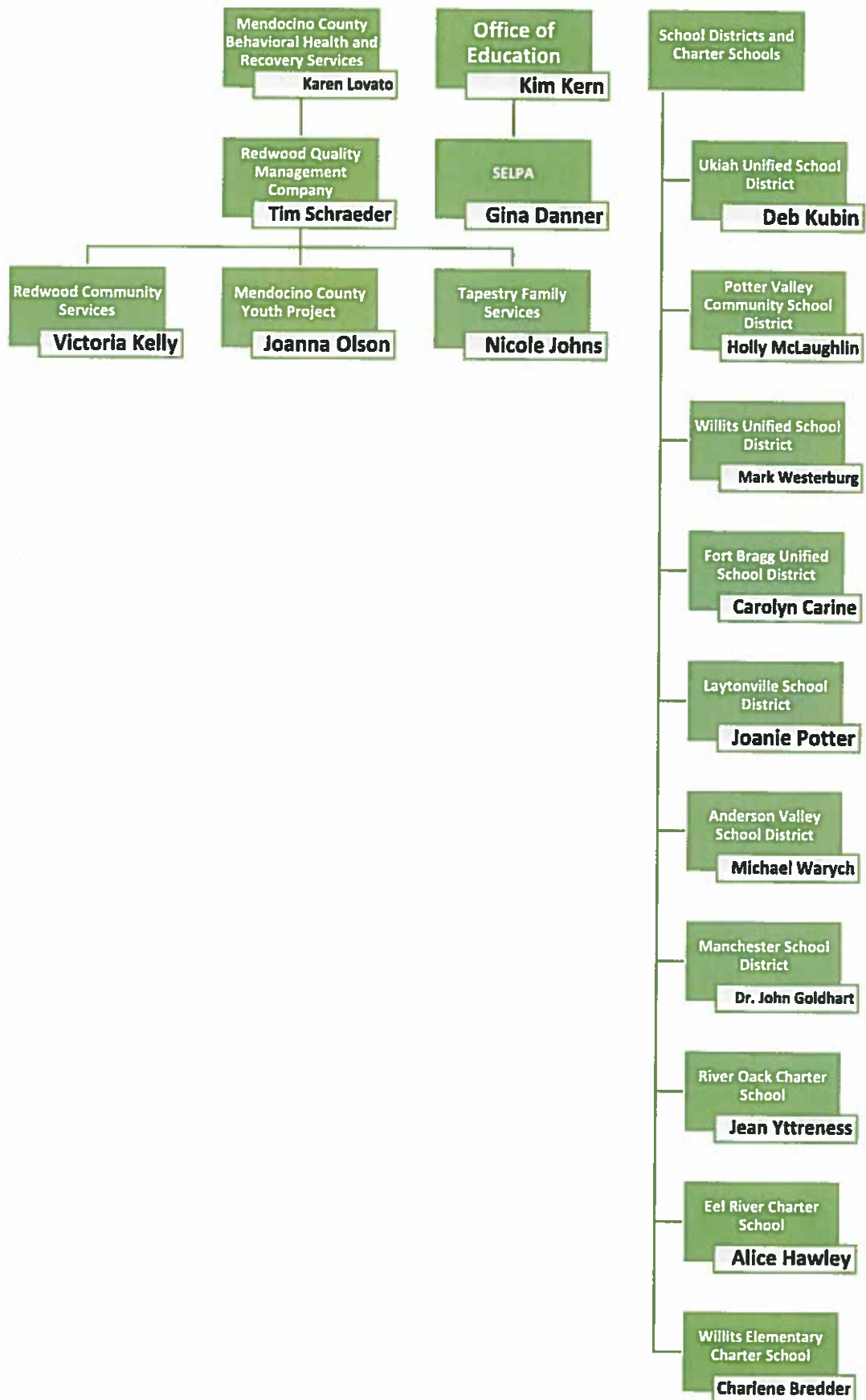
	d.	ii.	<p><i>Is this permanent, one-time, or temporary funding?</i></p> <p>Temporary funding, allocated based on state budget timelines.</p>
	e.		<p>How much is from other sources (e.g. Private donors), annually?</p> <p>Combined, other sources provide \$2,576,837</p>
	e.	i.	<p><i>What are the sources of the Other funds?</i></p> <p>Funding comes from these grants:</p> <ul style="list-style-type: none"> <li>Restart Counseling grant - \$201,100 for the rest of the school year. This is a short-term grant that ends in June 2020.</li> <li>School Climate Transformation Grant (SCTG) - \$1,579,394 for five years. This grant will end in June 2020.</li> <li>California Scaling Up Multi-tiered Supports Grant (SUMS) - \$25,000. This grant will end in June 2020.</li> <li>Learning Communities for School Success Grant (LCSSP) \$681,343 - 3 year grant. This grant will end June 30, 2021.</li> <li>Mental Health Awareness Training Grant (MHAT) - \$65,000 over 3 year grant.</li> </ul>
	e.	ii.	<p><i>Is this permanent, one-time, or temporary funding?</i></p> <p>Temporary</p>

#### **Attachment 4 Supplemental Documents**

- **Organization Chart**
- **Behavioral Health Advisory Bylaws**
- **Behavioral Health Advisory Agenda**
- **Behavioral Health Advisory Minutes**

## Organization Chart

## Mendocino County Mental Health Student Services Act Organizational Structure





**Behavioral Health Advisory Bylaws**

# **MENDOCINO COUNTY BEHAVIORAL HEALTH ADVISORY BOARD**

## **BYLAWS**

### **Article I** **NAME**

The name of this Board shall be the Mendocino County Mental Health Advisory Board, herein referred to as BHAB.

### **Article II**

#### **AUTHORITY**

The authority of the BHAB (acting as a Mental Health Board) is set forth in sections 5604 through 5607 of the California Welfare and Institutions Code (W&I Code) and resolutions of the Mendocino County Board of Supervisors.

### **Article III**

#### **DUTIES**

The duties of the Mendocino Behavioral Health Advisory Board shall be as follows:

1. Review and evaluate Mendocino County's (County) Behavioral Health and Recovery Services (BHRS) treatment and prevention needs, services, facilities and related problems.
2. Review any County agreements entered into pursuant to W&I Code section 5650.
3. Advise the Governing Body, herein after the Mendocino County Board of Supervisors (BOS) and the local BHRS Director, as to any aspect of the local BHRS program.
4. Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.
5. Submit an annual report to the BOS on the needs, challenges, and performance of the County's BHRS and BHRS-contracted services.
6. Review, interview and make recommendations regarding applicants seeking appointment as a BHRS Director prior to appointment by the BOS.
7. Review and comment on the County's performance outcome data and communicate its findings to the California Mental Health Planning Council (CMHPC) and/or other appropriate entities.

8. Assess the impact of realignment of services from the State of California to the County on mental health services delivered to consumers of MH services and the local community.
9. Develop and amend bylaws.
10. Recognize that the BOS can transfer additional duties or authority to the BHAB.

Special Duties in connection with the Mental Services Act shall include but not be limited to:

1. BHAB shall conduct a public hearing on the Mental Health Services Act (MHSA) draft three-year program and expenditure plan and each annual update at the close of each mandated 30-day comment period.
2. The BHAB shall review the (MHSA) adopted plan or update and make recommendations pursuant to W&I Code 5848(b) and W&I Code section 5608.

#### **Article IV**

#### **MEMBERSHIP**

##### **SECTION 1.**

There shall be 16 members on the BHAB including one representative from the BOS, who serves as a non-voting, ex-officio member who shall not be counted for the purposes of establishing a quorum.

##### **SECTION 2.**

Each member of the BOS shall nominate three (3) members to the BHAB. The BHAB will interview and vote to recommend or not to recommend applicants. The Board of Supervisors appoints BHAB members. The Board of Supervisors may appoint anyone to the BHAB who meets the qualifications set forth in the W&I Code and these Bylaws, sections IV.3 and IV.6 whether the BHAB has recommended the person or not.

##### **SECTION 3.**

Fifty (50%) of the BHAB membership shall be consumers, or the parents, spouses, siblings, or adult children of consumers, who are receiving or have received mental health services. At least twenty (20%) of the total BHAB membership shall be consumers, and at least twenty (20%) shall be families of consumers. Pursuant to W&I Code Section 5604(a)(1) the BHAB should reflect the ethnic diversity of the client population of the County.

##### **SECTION 4.**

In accordance with W&I Code, the term of each member of the BHAB shall be three (3) years. The BOS shall equitably stagger the appointments so that approximately one-third of the appointments expire in each year. Appointed members are eligible to vote at the next regular or special meeting after being sworn in by a County Official. In case of an unscheduled vacancy, a new member shall be appointed to fill the unexpired term of their predecessor and may subsequently apply to be re-appointed to a new three-year term.

#### SECTION 5.

BHAB members are in good standing unless they have three (3) consecutive absences in a 12-month period. The Chairperson may send written notice to the member of his/her default status. A copy of the notice will be provided to the BOS. Upon receipt of written notice, the defaulting member may re-engage with the BHAB, resign or be terminated by the BOS. A terminated defaulted BHAB member may reapply at any time. The Chairperson may pre-approve a leave of absence for up to three (3) meetings at his/her sole discretion, announced at a Regular or Special meeting.

#### SECTION 6.

Except as provided in section 3, no appointed member of the BHAB or his/her spouse/domestic partner shall be an employee of the County BHRS, an employee of the Department of California Health Care Services (DCHS)/Mental Health Services Division (MHSD), an employee of a Mendocino County mental health services contractor or their subcontractor, or employee of the State Department of Mental Health, or a paid member of the governing body of a mental health contract agency. However, a consumer of mental health services who has obtained employment with an employer described above and who holds a position in which he/she does not have any interest, influence, or authority over any financial or contractual matter concerning the employer may be appointed to BHAB. That member shall abstain from voting on any financial or contractual issue concerning his/her employer that may come before BHAB.

### Article V

#### OFFICERS

##### SECTION 1. OFFICERS

The officers of the BHAB shall be Chairperson, Vice-Chairperson, Secretary, and Treasurer. They shall be elected annually at the Regular or Special meeting in December, to take office immediately.

##### SECTION 2. EXECUTIVE COMMITTEE

The officers and the Chairpersons of the standing committees shall constitute an Executive Committee. The Chairman may appoint a member-at-large from the membership to serve for a term approved by a majority of the Executive Committee.

##### SECTION 3. REMOVAL OF OFFICERS

Any officer may be removed from office and relieved of duties by a Majority Vote of the BHAB membership at any regular or special meeting with a quorum in attendance.

##### SECTION 4. DUTIES

###### 1. CHAIRPERSON

- a. Administer the operation of the BHAB and preside at all meetings
- b. Call special meetings.
- c. Establish committees and appoint committee members to standing and ad hoc committees.
- d. Finalize and forward the Annual Report to the BOS and BHRS directors.

- e. Notify the BOS when vacancies or prolonged absences occur.
- f. Be in regular contact, consultation, and collaboration with the BHRS Director(s).
- g. Prepare and approve the monthly agenda.

#### **VICE-CHAIRPERSON**

- a. Act as Chairperson in the absence of the Chairperson.
- b. Monitor and work with the County Executive Office on membership issues.
- c. Other duties as requested by the Chairperson.

#### **SECRETARY**

- a. Handle correspondence as directed by the Chairperson.
- b. Establish a Quorum at regular and special meetings.
- c. Prepare and process publicity releases.
- d. Maintain the Policies and Procedures Manual in consultation and with the assistance of the BHRS department and administrative staff.

#### **TREASURER**

- a. Monitor any and all funds allocated to and expended by the BHAB.
- b. Report the BHAB's financial status at each regular meeting.
- c. Submit a timely annual BHAB budget request to the Chairperson and the BHRS Director(s) in accordance with W&I Code section 5604.3 and County policy.

### **SECTION 5. VACANCIES OF OFFICES**

Should the office of Chairperson be vacated, the Vice-Chairperson shall assume the Chair for the remainder of the term, or until a special election is approved at a Regular or Special meeting with a Quorum in attendance. Vacancies in other offices shall be filled by appointment of the Chairperson subject to ratification by a Majority Vote of the BHAB membership at a Regular or Special meeting with a Quorum present.

## **Article VI**

### **MEETINGS**

#### **SECTION 1.**

- 1. The annual regular meeting for the BHAB shall be approved by the BHAB.
- 2. Meetings shall be scheduled in various geographic locations approved by the BHAB.
- 3. Regular and Special meetings shall be noticed and conducted in accordance with the provisions of the Government Code section 54950 et. seq., "The Brown Act."
- 4. BHAB Regular and Special meetings shall be conducted in accordance with the most recent version of the BHAB Policies and Procedures approved by a Majority Vote of the BHAB.

#### **SECTION 2. SPECIAL MEETINGS**

Special meetings of the BHAB may be called at any time by the Chairperson or by a Majority Vote of the members at a Special or Regular meeting at which a Quorum is present.

Special meetings shall be noticed and conducted in conformance with the provisions of the Brown Act.

#### **SECTION 3. QUORUM**

A Quorum is one-half plus one of the duly appointed members currently serving on the BHAB.

#### **SECTION 4. MAJORITY VOTE**

A Majority Vote shall be a majority of those members present and voting at a Regular or Special meeting at which a Quorum is present.

#### **SECTION 5. VOTING PROCEDURE**

The Chairperson may request a vote by show of hands or a roll call vote.

### **Article VII**

#### **COMMITTEES**

##### **SECTION 1. STANDING COMMITTEES**

The Chairperson may create one or more standing committees and appoint members at any time with the Majority Vote of the members. Standing committee meetings shall be noticed and conducted in conformance with the provisions of The Brown Act.

##### **SECTION 2. AD HOC COMMITTEES**

The Chairperson may create ad hoc committees at any time. Ad hoc committees are of limited scope and duration, and address specific issues under consideration by the BHAB. Ad Hoc committees terminate no later than the submission of the Annual Report to the BOS.

### **Article IX**

#### **AMENDMENT OF THE BYLAWS**

Any proposed revision to these bylaws shall be received and approved for discussion by the BHAB Executive Committee prior to being placed on the BHAB agenda. These bylaws may then be amended by a Majority Vote at any Regular or Special meeting with a Quorum present. BHAB-approved bylaws and amendments shall be forwarded to County Counsel for review prior to a vote by the BOS at a regular meeting.

## **Behavioral Health Advisory Agenda**



**MENDOCINO COUNTY BEHAVIORAL  
HEALTH ADVISORY BOARD  
REGULAR MEETING**

**AGENDA**

**February 19, 2020  
10:00 a.m. to 2:00 p.m.**

**Avila Center, Seaside Room  
778 S. Franklin St., Fort Bragg**

**Chairperson**  
Michelle Rich

**Vice Chair**  
Meeka Ferretta

**Secretary**  
Dina Ortiz

**Treasurer**  
Vacant

**BOS Supervisor**  
Carre Brown

**1<sup>ST</sup> DISTRICT:**  
DENISE GORNY  
LOIS LOCKART  
RICHARD TOWLE

**2<sup>ND</sup> DISTRICT:**  
DINA ORTIZ  
MICHELLE RICH  
SERGIO FUENTES

**3<sup>RD</sup> DISTRICT:**  
MEEKA FERRETTA  
AMY BUCKINGHAM  
VACANT

**4<sup>TH</sup> DISTRICT:**  
EMILY STRACHAN  
LYNN FINLEY  
VACANT

**5<sup>TH</sup> DISTRICT:**  
PATRICK PEKIN  
MARTIN MARTINEZ  
FLINDA BEHRINGER

**OUR MISSION:** *"To be committed to consumers, their families, and the delivery of quality care with the goals of recovery, human dignity, and the opportunity for individuals to meet their full potential."*

Item	Agenda Item / Description	Action
<b>1.</b> 5 minutes	<b>Call to Order, Roll Call &amp; Quorum Notice, Approve Agenda:</b>	Board Action:
<b>2.</b> 5 minutes	<b>Minutes of the January 15, 2020 BHAB Regular Meeting:</b> <i>Review and possible board action.</i>	Board Action:
<b>3.</b> 15 minutes (Maximum)	<b>Public Comments:</b> <i>Members of the public wishing to make comments to the BHAB will be recognized at this time.</i>	
<b>4.</b> 30 minutes	<b>Reports: Discussion and possible board action.</b> 1. Chair: <i>(Michelle Rich)</i> 2. Vice Chair: <i>(Meeka Ferretta)</i> a. Measure B 3. Secretary: <i>(Dina Ortiz)</i> 4. Treasurer: <i>(Vacant)</i> a. Nominations	Board Action:
<b>5.</b> 15 minutes	<b>BHAB Annual Report:</b> 1. Review and Approve	Board Action:
<b>6.</b> 15 minutes	<b>2019/2020 CALBHB/C Invoice: <i>(Membership Renewal)</i></b>	Board Action:
<b>7.</b> 45 minutes	<b>Mendocino County Report: <i>Jenine Miller, BHRS Director</i></b> 1. Director Report Questions 2. Status Update on Current Projects 3. Legislative Updates	Board Action:



	4. Prop 56/Whole Person Care 5. Healthier California for All 6. PHF Education a. Stats on Hospital Usage 7. CRT Vision/Design Team	
<b>8.</b> 15 minutes	<b>RQMC Report:</b> 1. Data Dashboard Questions 2. Status Update on Current Projects	
<b>LUNCH BREAK</b> 12:30 to 1:00		
<b>9.</b> 60 minutes	<b>Duties and Responsibilities:</b> 1. Goals for 2020	Board Action:
<b>10.</b>	<b>Adjournment:</b>  Next meeting: March 18, 2020 – Ukiah and Fort Bragg	

#### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Mendocino County Behavioral Health Advisory Board complies with ADA requirements and upon request will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government Code Section 54953.2). Anyone requiring reasonable accommodations to participate in the meeting should contact the Mendocino County Behavioral Health Administrative Office by calling (707) 472-2355 at least five days prior to the meeting.

**BHAB CONTACT INFORMATION:** PHONE: (707) 472-2355 FAX: (707) 472-2788

**EMAIL THE BOARD:** [bhboard@mendocinocounty.org](mailto:bhboard@mendocinocounty.org) **WEBSITE:** [www.mendocinocounty.org/bhab](http://www.mendocinocounty.org/bhab)

## Behavioral Health Advisory Minutes



**MENDOCINO COUNTY BEHAVIORAL  
HEALTH ADVISORY BOARD**

**REGULAR MEETING**

**MINUTES**

**January 15, 2020  
10:00 a.m. to 2:00 p.m.**

**Behavioral Health and Recovery Services  
Conference Room 1  
1120 South Dora St., Ukiah**

**Chairperson**  
Michelle Rich

**Vice Chair**  
Meeka Ferretta

**Secretary**  
Dina Ortiz

**Treasurer**  
Vacant

**BOS Supervisor**  
Carre Brown

**1<sup>ST</sup> DISTRICT:**  
DENISE GORNY  
LOIS LOCKART  
VACANT

**2<sup>ND</sup> DISTRICT:**  
DINA ORTIZ  
MICHELLE RICH  
SERGIO FUENTES

**3<sup>RD</sup> DISTRICT:**  
MEEKA FERRETTA  
AMY BUCKINGHAM  
VACANT

**4<sup>TH</sup> DISTRICT:**  
EMILY STRACHAN  
LYNN FINLEY  
VACANT

**5<sup>TH</sup> DISTRICT:**  
PATRICK PEKIN  
MARTIN MARTINEZ  
FLINDA BEHRINGER

**OUR MISSION:** *"To be committed to consumers, their families, and the delivery of quality care with the goals of recovery, human dignity, and the opportunity for individuals to meet their full potential."*

Item	Agenda Item / Description	Action
1. 5 minutes	<b>Call to Order, Roll Call &amp; Quorum Notice, Approve Agenda:</b> <ul style="list-style-type: none"> <li>Meeting called to order by Chair Rich at 10:10 AM</li> <li>Quorum met.</li> <li>Members present: Ferretta, Gorny, Lockart, Martinez, Ortiz, Strachan, and Supervisor Haschack.</li> <li>Lunch hour was moved from 12:30 to 11:30 AM so the BHAB Measure B representative (which will be appointed by the board during today's meeting) can fill out the application to be on the Measure B Committee by 12:00 PM today, in order for it to go to the BOS this week.</li> </ul>	<b>Board Action:</b> Motion made by Member Strachan, seconded by Member Gorny, to approve the agenda. Motion passed unanimously.
2. 5 minutes	<b>Minutes of the December 18, 2019 BHAB Regular Meeting:</b> <i>Review and possible board action</i> <ul style="list-style-type: none"> <li>Page 2 item 3.C: remove part of paragraph.</li> <li>Page 5 item 5. VII: "respond quickly" rather than "act fast"</li> <li>Minutes approved with the noted corrections.</li> </ul>	<b>Board Action:</b> Motion made by Member Gorny, seconded by Member Strachan, to approve the December 18, 2019 minutes with the noted corrections. Motion passed.
3. 15 minutes (Maximum)	<b>Public Comments:</b> <i>Members of the public wishing to make comments to the BHAB will be recognized at this time.</i> A. Josephine Silva commented she would like the board to write a letter to the Social Security Administration by January 31 <sup>st</sup> and make a recommendation to the BOS to do	



	<p>B. Secretary: (<i>Member Ortiz</i>)</p> <ol style="list-style-type: none"> <li>I. Letter to College Follow Up <ol style="list-style-type: none"> <li>i. Letter was completed.</li> </ol> </li> <li>II. Discussion on the Partnership Prop 56 Value Grant for Behavioral Health integration. <ol style="list-style-type: none"> <li>i. BHRS Director Miller explained that CalAIM changed their name too Healthier California For All. It is the biggest transformation in the State of California in the last few decades. It is not known yet how it will ultimately impact behavioral health, nor the community as a whole. There could be some major changes, as they are also looking to change how things are funded and service provisions; BHRS Director Miller explained it is very important for the Board to be aware of what is happening, since it is looking at changing how Specialty Mental Health is funded.</li> <li>ii. The County is applying for the Prop 56 grant; the hope is that this will allow the County to still provide those enhanced services that WPC is providing right now.</li> <li>iii. BHRS director Miller also stated the importance of Prop 63, which is the Mental Health Services Act (MHSA). This is the act that the Governor is looking to divert dollars from to solve part of the homeless issue in the state of California. However, the County could lose 5 million dollars in the mental health system if those dollars are diverted. There is a proposal to work to change how MHSA dollars are spent, and could be on the November ballot for the public to vote on the proposed new changes. This could severely impact the County's adult mental health services.</li> <li>iv. Discussion on the difference between Whole Person Care and Full Person Care and how medical insurance works and is billed.</li> <li>v. Member Rich commented it would be a good idea to follow up on this subject at next month's meeting and also have written materials.</li> <li>vi. Manzanita Director Wynd Novotny commented on her experience in being involved with Whole Person Care and Full Service Partnership. She shared the difference these programs have made in clients lives, mentioned it has been amazing to participate in.</li> </ol> </li> </ol> <p>C. Treasurer: (<i>Vacant</i>)</p> <ol style="list-style-type: none"> <li>I. Nomination <ol style="list-style-type: none"> <li>i. Member Behringer submitted the Treasurer report for 2019; all attendees received a copy.</li> <li>ii. Member Behringer stepped down as Treasurer, the position needs to be appointed.</li> <li>iii. Discussion on how the board wants to reappoint this</li> </ol> </li> </ol>	<p>Follow-up on Prop 56 value grant.</p> <p>The board will nominate and appoint the Treasurer position at next month's meeting.</p>
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	<p>position.</p> <p>II. Member Strachan commented she reviewed the Fort Bragg Flow Chart, and realized it is wrong. MCHC does not accept private insurance for behavioral health like previously assumed.</p> <p>i. Member Strachan needs to be the one notified of any changes to the flow charts, and she will forward the information to Dustin Thompson.</p>	
<p><b>5.</b> 15 minutes</p>	<p><b>Membership: Discussion and possible action</b></p> <p>A. Update</p> <p>I. Discussion on the current vacancies, and the applications the board has received.</p> <p>i. Discussion on Jim Shaw's application to be a part of the BHAB.</p> <p>ii. Mr. Shaw informed Member Strachan he also applied to be a part of the HHSA Board, and was told they were going to take his application to the BOS.</p> <p>iii. BHRS Director Miller stated Mr. Shaw can be part of both boards if he is willing to do so.</p> <p>iv. Members agreed for Member Strachan to follow up with Mr. Shaw to see if he is interested in being part of both boards before continuing with the process of appointing him.</p> <p>II. Discussion on what members are part of the Membership Committee.</p> <p>i. Members currently a part of the Membership Committee: Strachan, Ortiz, Ferretta, and Pekin.</p> <p>ii. Chair Rich suggested the Membership Committee stay the same until Member Pekin resigns from his position.</p> <p>III. Chair Rich explained that Member Towle resigned his Third District position, and will now be in the First District.</p> <p>IV. There is a current vacancy in the Third District, no applications have been received. This position needs to be recruited, and it needs to be a consumer seat.</p> <p>i. Supervisor Haschak commented he has been working on recruiting someone but is open to suggestions from the members.</p> <p>V. Discussion on the vacancy for the position Tammy Lowe held in the 4<sup>th</sup> District.</p> <p>i. The BHAB did not receive a resignation from Tammy Lowe, so the seat is considered vacant. This position also needs to be recruited, and it is a consumer seat.</p> <p>VI. Discussion on whether the board has the ability to appoint someone who is not a consumer to a consumer seat.</p> <p>i. BHRS Director Miller explained that 20 percent of the board members have to be consumers, and that ratio has to be met in order to appoint a non-</p>	<p>Member Strachan will follow up with Mr. Shaw to see if he would like to be a part of both the HHSA Board and BHAB.</p> <p>Motion made by Member Ortiz, seconded by Member Ferretta to have the Membership Committee add to their duties to work with the BOS and potential</p>

	<p>consumer to one of the seats.</p> <p>VII. Discussion on including recruitment to the duties of the Membership Committee.</p>	<p>applicants for the recruitment of vacancies.</p> <p>Motion passed.</p>
<p><b>6.</b></p> <p>15 minutes</p>	<p><b>Meetings to Attend:</b></p> <p>A. Member Rich explained she and Jan McGourty met in December to go over the meetings Jan attended. She shared it is a good moment to assess which meetings are critical and whether or not the Chair needs to be the one that represents the board in all of the meetings. She would like for members that have expertise and interest in some of these meetings, be the ones who attend on the Board's behalf.</p> <p>I. Measure B</p> <p>I. Statute states that the seat on the Measure B Committee is a member of the BHAB, but it does not have to be the Chair. Chair Rich is willing to do it, but thinks there should be diversity of leadership representing the BHAB.</p> <p>II. Discussion on appointing Member Ferretta to be the board representative on the Measure B Committee.</p> <p>i. Member Ferretta expressed her interest in being the Measure B representative. She shared she is very knowledgeable with Measure B and keeps up to date with what is going on.</p> <p>ii. Supervisor Haschak shared he supports the motion, and stated it is a crucial role since whatever happens on this board needs to be transmitted at Measure B.</p> <p>III. Member Martinez commented he would like for members who attend meetings to bring back written reports on any updates, what is going on, etc.</p> <p>IV. BHRS Director Miller shared she is hopeful that the BHAB member that represents the Board on Measure B will also agree to sit on the Ad Hoc committee for the Behavioral Health training center. There are currently only two members, her and Tom Allman. BHRS Director Miller will be visiting the training facility this afternoon with Measure B Project Manager Isabel Gonzalez.</p> <p>i. Josephine commented she is concerned about this Board providing input on what they want to happen at the training center, i.e. educational programs, alternative care, etc. She thinks it should not only be focused on crisis training, but also on prevention. She would like the Ad Hoc Committee to help the Measure B Representative bring this forward.</p> <p>V. Member Gorny expressed her concern with Adventist Health moving forward with running a PHF and asked BHRS Director Miller if she supports this matter.</p>	<p>Motion made by Member Lockart, seconded by Member Strachan to appoint Member Ferretta as the BHAB Measure B representative.</p> <p>Motion passed.</p>

	<p>i. BHRS Director Miller explained that it is only a proposal as of right now, it is an option that has been proposed and the County wants to look at it as an option and determine if it is in the best interest of the County. What is most important to her is that regardless of what provider the County goes with, that our clients have the first rights to those beds. There is a lack of Medi-Cal beds in California, so in many facilities they choose what clients they want. She stated Mendocino County needs a facility that will take all clients regardless of what issues they have. Supervisor Haschak commented that the County is still a long way from making any type of decision on this matter.</p> <p>ii. Chair Rich suggested this topic gets scheduled to be discussed at next month's meeting.</p> <p>2. MHSA</p> <p>I. MHSA forums are public forums held every other month. This meeting also coincides with the Quality Improvement Committee.</p> <p>i. These forums are held at various locations throughout the county and the time varies for each meeting. The next forum will be held at Manzanita Services on Wednesday, February 12 from 5-7 PM.</p> <p>ii. Meetings are teleconferenced to either Ukiah or Fort Bragg from meeting location.</p> <p>iii. Richard Towle expressed his interest in attending these meetings when he is reappointed.</p> <p>iv. Members will follow up on this at next month's meeting.</p> <p>3. Stepping Up</p> <p>I. Stepping Up meetings focus on a movement to work with the criminal justice system to divert clients from going to jail. The goal is to have diversion programs and opportunities for clients to receive treatment instead of going to jail.</p> <p>i. Stepping Up meetings are held the Fourth Monday of every month from 12- 1:30 PM at 1120 South Dora St., Conference Room 1. The next meeting is scheduled for January 27<sup>th</sup>.</p> <p>II. Member Gorny volunteered to be the BHAB representative at the Stepping Up meetings.</p> <p>4. HHSA Advisory Board</p> <p>I. Historically the board has not had a representative on this board, but rather a liaison. The board will decide and discuss on appointing a member to represent this board at a later time.</p> <p style="text-align: center;"><b>Adjourned for lunch: 11:28 AM</b> <b>Reconvened: 12:05 PM</b></p>	<p>Motion made by Member Gorny, seconded by Supervisor Haschak to encourage Measure B representative to be a part of the Ad Hoc committee for the Behavioral Health training facility. Motion passed.</p> <p>Member Ortiz will attend the Ukiah meeting next month and submit a report.</p> <p>Motion made by Chair Rich, seconded by Member Strachan to appoint Member Gorny as the BHAB representative for the Stepping Up meetings.</p> <p>Future discussion on possible BHAB Member to attend HHSA Advisory Board meetings.</p>
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	<b>LUNCH BREAK: 11:30 – 12:00</b>	
<b>7.</b> 15 minutes	<b>BHAB Annual Report</b>  A. Member Rich made some corrections and additions to the annual report. B. Discussion on the due date for the BHAB annual report. <ol style="list-style-type: none"> <li>I. BHRS Director Miller stated it ideally should go to the BOS by March or April of this year. Clarified it is a calendar year report.</li> <li>II. Members will continue to review the annual report and follow up on it at next month's meeting.</li> </ol>	<b>Board Action:</b>  BHAB Annual Report to be added to next month's meeting agenda to further review.  Motion made by Member Strachan, seconded by Member Ferretta, to review, make corrections, and submit the annual report next month to the BOS. Motion passed.
<b>8.</b> 60 minutes	<b>Duties &amp; Responsibilities</b> A. Board members reviewed and discussed the duties and responsibilities of the BHAB as stated in the BHAB bylaws to determine how they are currently being met. Board members also discussed some of the areas the Board needs to work on in order to be meeting goals/expectations. <ol style="list-style-type: none"> <li>I. Some of the topics discussed included: <ul style="list-style-type: none"> <li>• Revision of County contracts/agreements</li> <li>• Data Dashboard – positive problem solving</li> <li>• BHAB Measure B Committee representation</li> <li>• Site visits</li> <li>• CRT/Stepping Up trainings</li> <li>• Consumer engagement, public input/comments – how to engage more consumers and increase client voice, how to best follow up on public comments</li> <li>• Member and staff appreciation</li> <li>• Member notification of BOS meeting agenda items</li> <li>• Presentation of BHAB annual report to the BOS</li> <li>• Legislation involvement</li> <li>• More training to understand mental health system and how to navigate it</li> <li>• Health and safety of clients</li> </ul> </li> </ol>	The board will identify 2020 goals at next month's meeting.
<b>9.</b> 10 minutes	<b>Mendocino County Report: Jenine Miller, BHRS Director</b> A. Director Report <ol style="list-style-type: none"> <li>I. BHRS applied for the No Place Like Home competitive grant to be a part of the Orr Creek Commons Phase 2 which will allow for 19 additional apartments for those with specialty mental health needs.</li> </ol> B. Karla Van Hagen, Senior Deputy Clerk of the Board and Lindsey Dunham, Deputy Clerk of the Board were invited to today's meeting to give the members information on the appointment, reappointment, and vacancy process according to government code.	

	<ol style="list-style-type: none"> <li>I. A copy of the most current BHAB roster was provided to members for review.</li> <li>II. Discussion on the current vacancies: including 1<sup>st</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> Districts.             <ol style="list-style-type: none"> <li>i. Member Ortiz notified the clerks she would like to be reappointed to her term.</li> </ol> </li> <li>III. When a term expires or a seat is resigned, whether the member is going to be reappointed or not, government code states that the seat has to be noticed for 20 business days. Even if the clerk knows who the board wants to reappoint for the position, they still have to wait till the noticing requirement has expired before they can place someone on that seat. Then, it will go to the next available BOS agenda.             <ol style="list-style-type: none"> <li>i. Government code states that the Clerk of the Board can notice no more than 20 days before and no later than 20 days after a vacancy.</li> </ol> </li> <li>IV. The Clerk of the Board tries to contact people when a vacancy is coming up so that they are aware and can let the clerk know if they want to be reappointed or not.             <ol style="list-style-type: none"> <li>i. Every time the clerk does a vacancy notice they copy Dustin Thompson, so that BHRS is also aware.</li> </ol> </li> <li>V. Discussion on staggering terms so that all terms do not expire at the same time.             <ol style="list-style-type: none"> <li>i. BHRS will further review the terms and let the Clerk of the Board know later this week if the board wants the two most recent appointments (Ferretta and Martinez) to be one or three year terms.</li> <li>ii. The Bylaw states that 1/3 of member terms need to expire every year, which is currently not happening, hence why these two new terms need to be accommodated.</li> <li>iii. As terms expire, the Clerk of the Board will confirm if other staggering terms need to take place to be where we need to be.</li> </ol> </li> <li>VI. Discussion on the flow of transition.             <ol style="list-style-type: none"> <li>i. Ms. Dunham explained the process that follows once the Clerk of the Board receives an application from anybody in the public.</li> <li>ii. When the application is received, residency and voter registration within the county is checked, the District Supervisor for that seat is then contacted to make sure they endorse the applicant for the seat, then it is forwarded to Dustin Thompson for BHRS to bring to the BHAB for consideration, and if the BHAB endorses the applicant, the appointment formally goes before the BOS.</li> <li>iii. The clerk cannot act on a reappointment till 20 days before the term is due to be vacant. Members can certainly contact the Clerk of the Board a few months before they are up for reappointment, and they will</li> </ol> </li> </ol>	<p>Ms. Van Hagen will send the government codes to Dustin Thompson so he can forward to all members.</p>
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	<p>make a note of it, but they will not be able to act on it until 20 days before.</p> <p>VII. The Clerk of the Board tries to maintain a one point contact with each board to prevent miscommunication.</p> <ul style="list-style-type: none"> <li>i. If the BHAB has any questions on any of these matters they need to contact Dustin Thompson and he will contact the clerk of the board.</li> <li>ii. Ms. Van Hagen stated that every time members are appointed to a new term they have to take an Oath of Office.</li> <li>iii. The official clerk of the BHAB is eligible to do the Oath of Office.</li> </ul>	
<p><b>10.</b> 10 minutes</p>	<p><b>RQMC Report:</b></p> <p>A. Data Dashboard</p> <ul style="list-style-type: none"> <li>I. Camille Schraeder reviewed data dashboard numbers.</li> <li>II. Camille mentioned upcoming funding opportunities. <ul style="list-style-type: none"> <li>i. Currently they are working on a school based mental health grant with Karen Lovato, Acting Deputy Director, who is the lead for the County. They hope this will allow for providers to serve care into schools a little more.</li> </ul> </li> <li>III. RQMC is also working with HHSA Director Tammy Moss Chandler, and BHRS Director Miller on Prop 56.</li> <li>IV. RQMC is involved in a learning community for Healthy California For All (previously CalAIM) which is going to have significant changes happening in January 2021. <ul style="list-style-type: none"> <li>i. Further discussion on the proposed changes to Healthy California For All. BHRS Director Miller stated the importance of advocating for where we think it should be going and giving feedback.</li> <li>ii. Members agreed to have further discussion on this topic at next month's meeting.</li> </ul> </li> </ul>	
<p><b>11.</b> 10 minutes</p>	<p><b>2020 BHAB Calendar Meeting Schedule:</b></p> <ul style="list-style-type: none"> <li>A. A draft copy of the 2020 BHAB meeting calendar was provided.</li> <li>B. Discussion on the CIT training conflicting with next month's meeting. <ul style="list-style-type: none"> <li>I. BHRS Director Miller and a couple of the other board members will be attending the first day of the CIT training on February 19, and will leave in time to make it to the scheduled BHAB meeting set to happen in Fort Bragg.</li> </ul> </li> </ul>	<p><b>Board Action:</b></p> <p>Motion was made by Member Rich, seconded by Member Strachan to approve the 2020 BHAB calendar. Motion passed unanimously.</p>
<p><b>12.</b> 30 minutes</p>	<p><b>Guest Speaker: Patrice Mascolo</b></p> <ul style="list-style-type: none"> <li>A. Patrice Mascolo, Program Manager for Healthy Mendocino gave a presentation on Mendocino County's data for mental health numbers. <ul style="list-style-type: none"> <li>I. Healthy Mendocino leads the collaborative effort for the community health needs assessment. They recently finished the 2019 community health needs assessment report. This report is also available on the Healthy</li> </ul> </li> </ul>	

	<p>Mendocino website.</p> <p>II. Some of the data on the presentation comes from the CHNA. The CHNA collects data in a few different ways so the data depends on the demographic they got from this survey. Ms. Mascolo mentioned that although they got the survey out to everyone it was hard to get certain demographics to take the survey.</p> <p>III. Ms. Mascolo mentioned Healthy Mendocino also did informative stakeholder interviews throughout the county. This gives a different perspective and what they see is working on the county.</p> <p>IV. Healthy Mendocino also does a community health status assessment which is secondary data that is compiled from other sources.</p> <p>V. Some of the notable data from the presentation included:</p> <ul style="list-style-type: none"> <li>i. Mendocino County residents believe the top three most important health problems in the County are mental health issues, alcohol and drug abuse, and homelessness. The most significant barriers to addressing these issues: lack of funding and affordable housing, need for mental health services exceeds the capacity, among other things.</li> <li>ii. The total number of assessments and hospitalizations has risen from 2016/2017 to 2018/2019.</li> <li>iii. 54.1% of Mendocino County adult residents need or receive behavioral health care services with the 65+ age population being at the top.</li> <li>iv. The suicide rate in Mendocino County is slightly higher than in other Counties, but a lot of the suicides are not from County residents.</li> </ul> <p>VI. All board members and members of the public were provided with a copy of the PowerPoint presentation Ms. Mascolo presented.</p>	
<b>13.</b>	<p><b>Adjournment:</b> 2:14 PM</p> <p><b>Next meeting:</b> February 19, 2020 – Seaside Room, 778 S. Franklin St., Fort Bragg</p>	<p>Motion made by Chair Rich, seconded by Member Martinez to adjourn the meeting. Motion passed.</p>

#### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Mendocino County Behavioral Health Advisory Board complies with ADA requirements and upon request will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government Code Section 54953.2). Anyone requiring reasonable accommodations to participate in the meeting should contact the Mendocino County Behavioral Health Administrative Office by calling (707) 472-2355 at least five days prior to the meeting.

**BHAB CONTACT INFORMATION:** PHONE: (707) 472-2355 FAX: (707) 472-2788

**EMAIL THE BOARD:** [rhboard@mendocinocounty.org](mailto:rhboard@mendocinocounty.org) **WEBSITE:** [www.mendocinocounty.org/bhab](http://www.mendocinocounty.org/bhab)

# MENDOCINO COUNTY BEHAVIORAL HEALTH ADVISORY BOARD

## 2019 Meeting Schedule

DATE	DISTRICT	VIDEO CONFERENCE	LOCATION
January 16 <sup>th</sup> 10 a.m. to 2 p.m.	Districts 3 & 4 Willits & Fort Bragg	Via Video Conferencing	Atlantic Conference Room, 472 E. Valley St. Willits
			Fort Bragg Library, 499 E. Laurel St., Fort Bragg
February 20 <sup>th</sup> 10 a.m. to 2 p.m.	District 1 Redwood Valley		Consolidated Tribal Health, 6991 N. State St. Redwood Valley
March 20 <sup>th</sup> 10 a.m. to 2 p.m.	Districts 2 & 4 Ukiah & Fort Bragg	Via Video Conferencing	Farm Advisory Large Conference Room, 890 N. Bush St., Ukiah
			Seaside Room, 778 S. Franklin St. Fort Bragg
April 17 <sup>th</sup> 10 a.m. to 2 p.m.	District 5 Boonville		Lauren's Café, 14211 CA-128, Boonville
May 15 <sup>th</sup> 10 a.m. to 2 p.m.	Districts 2 & 4 Ukiah & Fort Bragg	Via Video Conferencing	Farm Advisory Large Conference Room, 890 N. Bush St., Ukiah
			Seaside Room, 778 S. Franklin St. Fort Bragg
June 19 <sup>th</sup> 10 a.m. to 2 p.m.	District 3 Covelo		Yuki Trails Conference Room, 23000 Henderson Rd. Covelo
July 17 <sup>th</sup> 10 a.m. to 2 p.m.	Districts 2 & 4 Ukiah & Fort Bragg	Via Video Conferencing	Farm Advisory Large Conference Room, 890 N. Bush St., Ukiah
			Fort Bragg Library, 499 E. Laurel St., Fort Bragg
August 21 <sup>st</sup> 10 a.m. to 2 p.m.	District 5 Elk		Greenwood Community Center, 6129 S. Hwy 1, Elk
September 18 <sup>th</sup> 10 a.m. to 2 p.m.	Districts 2 & 4 Ukiah & Fort Bragg	Via Video Conferencing	Farm Advisory Large Conference Room, 890 N. Bush St., Ukiah
			Seaside Room, 778 S. Franklin St. Fort Bragg
October 16 <sup>th</sup> 10 a.m. to 2 p.m.	District 5 Hopland		Hopland Veteran's Memorial Building 110 Feliz Creek Road, Hopland
November 20 <sup>st</sup> 10 a.m. to 2 p.m.	Districts 2 & 4 Ukiah & Fort Bragg	Via Video Conferencing	Farm Advisory Large Conference Room, 890 N. Bush St., Ukiah
			Fort Bragg Library, 499 E. Laurel St., Fort Bragg
December 18 <sup>th</sup> 10 a.m. to 2 p.m.	Districts 3 Willits		Willits Community Center, 111 E. Commercial Street, Willits

District 1	District 2	District 3	District 4	District 5
Jan McGourty	Dina Ortiz	Meeka Ferretta	Tammy Lowe	Patric Pekin
Lois Lockart	Michelle Rich	Amy Buckingham	Emily Strachan	Flinda Behringer
Denise Gorny	Vacant	Richard Towle	Lynn Finley	Martin Martinez

## **Attachment 5: Proposed Plan**



## ATTACHMENT 5: PROPOSED PLAN

### Proposed Plan

#### VII.D.i.

The Program Plan must demonstrate the Applicant's ability to meet all specified qualifications, requirements, and standards set forth in the RFA. The Program Plan will include, among other things, a description of the Existing Partnership, or New or Emerging Partnership and the proposed grant program.

#### Overview of the Partnership and the Proposed Program Plan

The Mendocino County Student Services partnership is proposing a plan to improve health and education outcomes for students and families through the delivery of a multi-tiered array of services to students, families, school faculty, and staff. These services, will be delivered in the context of an established partnership between county behavioral health and education departments, community behavioral health providers, and school districts. Services will offer services for individual students, their families, and school populations in an effort to reduce and prevent trauma-related and mental health crises that impact educational functioning and safe, healthy transitions to adulthood.

This partnership is a vital source of advocacy, action, and services for the youth and families of Mendocino County. Mendocino County is a large county with higher than California statewide averages of childhood trauma and child abuse, food insecurity, suicides, alcohol, tobacco, and marijuana use among both youth and adults, and children and families living below the poverty level. Among students, dropout rates and chronic absenteeism rates are high, and disproportionately so among Native American and Hispanic students. Mendocino County has a high percentage of students receiving free and reduced lunches, reflecting low incomes and socioeconomic status of families. The need is great, but there are numerous barriers to necessary services for children and families in communities that are often sparsely populated, rural and remote, and far from available services. The school districts involved in this partnership are all in rural areas, though those located in the county seat of Ukiah and in Willits are somewhat less isolated than the others.

The Mendocino County Student Services partnership is led by Mendocino County Behavioral Health and includes the Mendocino County Office of Education, behavioral health service providers, and school districts. The vision of the partnership is for all students to have access to the necessary services and supports to become healthy, resilient adults and for schools to provide the nurturing, trauma-informed environments that support behavioral health and education outcomes. We bring together educators, administrators, mental health professionals, and families to interrupt intergenerational cycles of trauma, its impact on mental and physical health, and poverty. We are committed to building infrastructure that works toward this vision through a three-pronged approach incorporating education, assessment, and

services. We intend to build on the solid foundation of services within Mendocino County through expansion of current services, increasing available services and modalities, strengthening education and training to staff and faculty, and implementing peer support models.

The Mendocino County Student Services partnership has a successful history of delivering services in school and community settings through collaboration with schools, providers, and county departments. The partnership links students and their families to services through interventions provided in a natural setting, schools. Effective, family and youth-driven services are provided by established behavioral health providers in Mendocino County, including the Mendocino County Youth Project, Redwood Community Services, and Tapestry Family Services. During the 2018-2019 school year, 351 children ages 0-15 and 136 transition age youth ages 15-24 were served through Prevention and Early Intervention Programs. In fiscal year 2019, Mendocino County's Children, Youth, and Young Adult System of Care, provided outpatient services to 1499 individuals, 1086 crisis line contacts, 747 Emergency Crisis Assessments, and 237 Inpatient Hospitalizations. This array of services to students and families through therapists, counselors, and other case managers working on-site and schools and through services offered in the community.

#### **The impact of trauma and mental health issues on students and outcomes**

The Mendocino County Student Services partnership recognizes that school systems are tasked with educating and responding to children who are impacted by trauma, stress, and mental health concerns. Collaboration between schools, mental health services, and other youth-serving settings is critical to ensure that mental health problems in young people are prevented, identified early and that appropriate mental health care is provided.

School systems that are widely affected by mental health crises need a widely applied solution. Our program plan is rooted in an understanding of the experiences and needs of youth and families in Mendocino County, informed by the Healthy Mendocino Childhood Action Teams, in which Mendocino County Student Services partnership members are active and vital participants. These action teams develop and implement long-term strategic initiatives to address childhood trauma and mental health needs through expanding mental health awareness and literacy across Mendocino County, assessing capacity, identifying opportunities to increase needed services and access to these services, raising awareness, and reducing stigma. Healthy Mendocino's reports on the economic impact of trauma in Mendocino County are included at the end of this section.

Partnership agencies are seeing children experiencing toxic stress- a result of prolonged exposure to stress in their environments, and we know that economically vulnerable children are more likely to face toxic stress. Children are dealing with things like a parent with mental illness or addiction issues or a parent incarcerated, or any combination of the three. In Mendocino County, our communities were ravaged by wildfires in 2017 and 2018. Many students and their families lost their homes. Some are still homeless. One school district lost two students to the 2017, which has had a lasting impact on their classmates and communities.



There were 1058 students in Mendocino County were identified as homeless at the end of the 2018-2019 school year, representing 8% of the school population and more than twice the statewide rate. There is a much higher rate of students eligible for the free lunch program at 72% of Mendocino County students.

When a child is under a constant state of threat or stress, their brain produces chemicals to help them respond and cope with this danger. Over time and with repeated exposure to these threats and stress, the brain changes, and these chemicals are produced even when the danger is not present. This may lead to hyper-responsiveness and over-reaction to a perceived threat, numbing or avoiding (including through drugs and alcohol), distraction or preoccupation. Mental health issues, traumatic experiences, and chronic stress can amplify the existing "normal" risk taking behaviors of students, increasing self-destructive or reckless behaviors. All of these responses can impact attendance, academic performance, and behavior, and are highly likely to affect the young person's ability to learn and achieve at school. Exposure to and trauma and toxic stress increases risk for developing problems at school, e.g., such as lower GPAs, poorer performance on standardized tests, poor attendance, and increased behavioral problems (which can contribute to suspensions, expulsions, etc. that impact ability to learn and participate effectively in classroom and extracurricular settings). Over time, the impact of unresolved trauma and untreated or undertreated mental health concerns is cumulative. Children under toxic stress face long-term academic, physiological, and emotional impacts. Based on the high level of poverty, childhood and environmental trauma, the children of Mendocino County are more susceptible to toxic stress which impacts academic success and their overall mental health.

Education is critical to social and economic development and has a profound impact on public health. Adults with higher educational attainment have significant economic advantages and social support. The health benefits of education accrue at individual, community, and social/cultural levels. The Mendocino County Student Services partnership drives toward goals related to improving the overall health of schools by improving both educational outcomes and the health of the whole community.

### **Our Approach**

Our approach includes a population health approach in schools, which is driven by an understanding of the impact of individual experiences on community, and the impact of the community's health and safety on individual outcomes. In order to address the impact of mental health crises on education and health outcomes, we have to address both the needs of individual students and their families *and* think about how to address these issues broadly. Schools can be trauma-informed systems that nurture health and wellness. School systems naturally serve as the first point of contact for behavioral health services for youth and, when prepared to do so, offer an opportunity for early identification and early intervention to address these issues.

The Mendocino County Student Services Partnership plans to use MHSSA grant funds to bolster and expand existing services to Mendocino County students and their families. The partnership

currently offers an array of services to students and families, but gaps in services and barriers to access remain. Our plans include supporting the vital, effective services that are already offered to students, expanding services throughout the course of the grant, and then re-assessing needs to plan for any alterations to the services offered, identify potential funding sources, and plan for the end of the grant after four years. We will link to and strengthen existing mental health services to better meet student's mental health needs and enhance awareness, prevention and early intervention. Grant funds will focus specifically on increasing training to the community and increasing the capacity of service providers that work with students and their families.

#### **Education and Training to the School Community**

A holistic, school-wide approach to addressing mental health needs includes providing prevention and early intervention for mental health crises and preparing the entire school community (educators, administration, and students) to be the first responders. As part of our prevention strategies, we will focus on educating the community on mental health disorders in young people. This is especially critical, since young people struggling with mental health concerns often seek assistance from friends or family and are not likely to seek professional help on their own. Additionally, there are not enough school-based mental health providers to adequately identify and address mental health needs of all students. The Mendocino County Student Services Partnership will use grant funds to increase Mental Health First Aid (MHFA) training to students, faculty, and staff. This will support the school community in its ability to recognize and respond to those impacted by trauma or experiencing mental health crises.

Through the Mendocino County Mental Health Awareness Training (MendoMHAT) Project, the Mendocino County Office of Education (MCOE) and Redwood Community Services (RCS) have been providing mental health awareness and literacy trainings with MCOE conducting both youth and adult Mental Health First Aid (MHFA) classes, and RCS providing Crisis intervention and accessing mental health resources trainings. Mental Health First Aid teaches risk factors and warning signs for mental health and addiction concerns, strategies for how to help someone in both crisis and non-crisis situations, and where to turn for help. MHFA helps to reduce stigma and teaches individuals who are not mental health providers the skills to recognize and respond to signs of mental health conditions and crises. Youth MHFA specifically teaches adults working with youth to recognize warning signs and symptoms of early mental distress and how to provide support and assistance until the youth can get professional help. Over the more recent couple of years, MCOE has trained the entire Leggett Unified, Laytonville Unified, Point Arena Unified, and Accelerated Achievement and Redwood Academy Charter Schools personnel in MHFA. They recently trained 150 high school students at Windsor High School in Sonoma County. Redwood Community Services provided 18 mental health awareness trainings at schools and other places in the Mendocino community last year. This included how to make a mental health referral, de-escalation strategies, collaborative problem solving, and crisis communication. RCS has trained the UUSD Counselors at their network meeting, UUSD After School Care Staff, Family Resource Centers (FRC's) such as the one in Potter Valley that does after school care for children with challenging behaviors, Instructional Aides at Dana Gray

Elementary School (as well as teachers & administrators there), Child Development Specialists at Mendocino College (who work with preschool aged children), school administrators at several locations including Laytonville FRC which had school administrators and district board members in attendance. Additionally, RCS has trained teachers at several schools throughout the length of the grant.

Teen MHFA teaches high school students about common mental health challenges and what they can do to support their own mental health and help a friend who is struggling. It equips young people with the knowledge and skills they need to foster their own wellness and to support each other. Teen MHFA's goal is for instructors to teach and certify at least one entire grade in a school plus 10% of the teaching staff for that school to help teens recognize when a peer is struggling and need some support and how to help. The National Council of Behavioral Health which oversees the Mental Health First Aid programs is planning to roll out Teen MHFA in the fall of 2020. Mendocino County Office of Education, the provider of MHFA trainings for the Mendocino County School Services partnership, will train at least two of their MHFA instructors in Teen MHFA to enable them to teach this curriculum to students and staff on school sites.

In addition to increasing the community's capacity to recognize and respond to signs and symptoms of mental illness, MHFA is a first step in enhancing peer support and developing a peer mentor program. Peers provide emotional support through empathy and camaraderie, and may provide connections to information and community resources, community support, activities, and events. Peer mentorship programs in Mendocino county schools have historically been classroom programs facilitated by teachers, which made them difficult to sustain MHFA provides a foundation for peer mentorship by training the student body and supports current peer mentorship efforts and programs. The partnership intends to use MHSSA grant funds to expand the roles of new and existing mental health service providers on school sites to provide case management, family outreach, and coordination of peer mentorship classes and programs. This would allow for more consistency as the peer mentor coordination would fall on the MHSSA partnership rather than on an individual teacher.

The Mendocino County Student Services partnership will also use MHSSA funds to apply for and support a mental health AmeriCorps worker who can help develop and facilitate peer mentoring groups. These efforts will be supported by the school districts and service providers. Peer mentoring groups would be structured, student-led groups moderated by a MHSSA partnership agency on a school site. Peer support groups will receive MHFA and suicide awareness prevention trainings. For schools in which there is a leadership class, peer mentoring groups may be an offshoot of that and the students in leadership be trained in how to facilitate peer mentoring groups. The partnership will support and expand upon current peer mentorship efforts, such as Laytonville High School's peer mentorship program and Redwood Community Service's Arbor Youth Resource Center, a community organization in Ukiah that runs a peer-to-peer mentorship program called NAYA (Native American Youth and Adult Partnership Program). This program is run out of the Arbor but also goes to South Valley High Continuation School, and works with Native youth. The key to the success of the MHSSA program is sustainability, education, and early identification and intervention. Due to the



remoteness of many of Mendocino County's school districts and communities which limits quick and easy access to mental health services and community resources, it is imperative that the MHSSA partnership and mental health providers promote mental health literacy and awareness by teaching students, faculty, school administrators and personnel, and community members how to recognize signs of mental health distress in young people and how to intervene and assist in appropriate ways. Reduction of stigma is an important factor so students can feel free to seek the help they need without judgment.

The Mendocino County Schools Services partnership will use grant funds to offer professional development in mental Health First Aid, suicide awareness and prevention trainings, restorative justice, Trauma- informed care, Multitiered Systems of Support (MTSS, and Positive Behavioral Interventions and Supports (PBIS) to school staff. Teen MHFA (when available) and peer mentoring will be offered to students.

#### **Screening/ Assessment**

Brief screening reveal many of the behaviors that may belie an underlying trauma history or mental health condition (like how much the child is sleeping, or how hard or easy it is to pay attention in class), allowing many different options to address and course correct without necessarily knowing the full history or the details. Screening can help devise plans that better meet the child's learning and behavioral needs from the start. Signs and symptoms of mental illness concerns can manifest in many forms and are not always immediately apparent, especially in children and adolescents. Screening can help providers be more aware of who might be more at risk for developing future pervasive and severe symptoms that would impact their functioning and thus allow them to follow up accordingly, without waiting for the problems to present. Screening also helps schools and systems respond to issues in larger (not just individual) ways. By understanding the trends in risk and resilience experienced by students, schools can create groups, curriculum, etc. that more accurately respond to the needs of the student body.

Mendocino County Student Services partnership behavioral health providers currently working in schools provide screening and assessment, such as the Early Break Assessment and the Child and Adolescent Needs and Strengths Assessment (CANS) to students who are working with these providers. These screening and assessment tools are only administered in the context of confidential, trauma-informed therapeutic relationships. The partnership would like to use grant funds to support the research for appropriate screening tools, including universal screening tools, and train staff in their administration.

MHSSA funds will support the partnership in increasing the number of screenings delivered within schools. Through educating students, faculty, and staff about recognizing mental health concerns in themselves and others, we hope to increase the school community's ability to identify students in need of mental health services. Funds used to support additional personnel will increase our ability to outreach and screen at-risk students and connect them to available mental health providers for assessment and services.

### **Expanding Services for Students and Families**

Mendocino County is composed of small, close-knit communities that can be isolated due to the topography of the county. MHSSA's partner agencies have provided services to the school sites for more than fifteen years and have positive and established working relationships. The Mendocino County School Services Partnership received direct input from Mendocino County school administrators and personnel about their identified needs for support to students. A major theme in these responses was the need for increased social and emotional counseling and case management for students and their families. The Mendocino County School Services Partnership will use grant funds to leverage existing services being provided to school sites by behavioral health partners Redwood Community Services, Tapestry Family Services, Mendocino County Youth Project, and Redwood Quality Management Company. We will increase the number of service providers by four full-time equivalents and will apply for a Healthy Minds Alliance AmeriCorps to increase our capacity to address mental health needs in the community. To ensure that capacity is expanded in a way that best meets the needs of the students and school community, the partnership steering committee will determine which current service provider positions will be expanded once funds are secured. The service providers are employed by the partnering behavioral healthcare organizations and will be located at school districts throughout the county. The behavioral health providers in the partnership are familiar with the counseling needs at the school sites. They already provide services to the schools and to youth outside of the school districts and understand the necessary qualifications, strengths, and skills for the role.

The model for these service providers is to provide assessment and brief treatment for students presenting with behavioral healthcare needs. It operates in recognition of the limited resources for students in school and capitalizes on available resources by focusing on the present, by placing emphasis on improving outcomes for the overall student body and community, and by triaging needs and making referrals as needed. Referrals may come directly from school personnel. Behavioral health services provided by the service provider focus on present, skills-based and brief approaches to risks associated with educational performance and outcomes. The service provider may assist students in identifying and using tangible resources, including internal and external resources, to mitigate the myriad of risks they may be experiencing. The service provider assists students to access available resources and provides a positive template for future interactions with similar primary and behavioral healthcare systems. This model emphasizes linkage to other resources, especially when the youth's needs exceed the scope of brief treatment. The service provider also identifies and builds on the strengths of students and families. The assessment process helps in identifying existing skills, strengths, and resources and promotes the development and use of these wherever possible. During the course of providing services to students on school sites, the partner agency service providers may also determine that a student needs more intensive services and can then refer them to additional community services, including independent therapists and intensive and/or crisis services.

These service providers support the goals, mission, and vision of the partnership through:

- Outreach and engagement to students and families
- Screening for mental health concerns and assessing student needs and strengths,
- Brief treatment and intervention
- Coordinating services and resources outside of the school, and help students access necessary community resources and mental health services
- Follow-up with students, families, and community providers as needed
- Crisis intervention as needed
- Providing support and collateral services to teachers in responding to students' mental health concerns
- Identifying needs of family members, including other children in the house, and providing referrals and linkage to services and/or community resources
- Providing group mental health services to students about relevant topics (i.e. depression management, coping with loss, substance use, etc.)
- Participation in school meetings related to student mental and behavioral health
- Supporting peer mentorship groups and activities

Mendocino County is a large county (3878 square miles) with a low population density (fewer than four students per square mile). Most of the county is sparsely populated rural areas with small isolated communities connected by slow and winding 2-lane roads. Nine school districts have fewer than 550 students, two have less than 2,000 students and the largest district, Ukiah USD has 16,363 students. Travel time between many of these locations and the county seat of Ukiah is often two hours or more. Because of the expanse and size of Mendocino County and the remoteness of many of its school districts, we will expand personnel in the south coast of Mendocino County (including Point Arena, Manchester, and Gualala), the north coast of Mendocino County (including Mendocino and Fort Bragg), inland (including Ukiah, Hopland, Redwood Valley, Anderson Valley, and Potter Valley), and in the north county (including Willits, Laytonville, Leggett, and Covelo). These funds will place service providers in various, widespread locations, reducing travel time and increasing the service providers' time and ability to provide services.

The Mendocino County Office of Education recently received the short-term Restart Grant through the California Department of Education, which provides counseling support to Mendocino County students and school staff impacted by the 2017 wildfires and ends in June of this year. The Restart Counselor is providing services at various school sites in four school districts and has found that the needs of students and families expand beyond the scope of the grant and include social-emotional issues from trauma, family circumstances, or other experiences that cannot be adequately resolved in the six month time frame allowed for by the grant. We plan to utilize MHSSA funds to continue the work identified and begun by the Restart Counselor, ideally by continuing to support this position, facilitating a seamless transition from Restart to MHSSA through established relationships with students and staff, and expanding the role's responsibilities and capacity as needed to meet the needs of the schools served.



	<p>The Mendocino County Youth Project, Redwood Community Services, Redwood Quality Management Project, and Tapestry Family Services offer an array of comprehensive programs and mental health services to youth and families both on-campus and off. MHSSA funds will increase the capacity of service providers to outreach and link students and families to these services and to others. The services provided by our partners include:</p> <ul style="list-style-type: none"> <li>● Preventative, Educational, and Early Intervention</li> <li>● Community-Based and Outpatient Mental Health Services</li> <li>● Evidence-Based Practices, including Cognitive Behavioral Therapy, Parent Child Interactive Therapy, Trauma-Focused Cognitive Behavioral Therapy, Alternatives for Families-CBT, Motivational Interviewing, Positive Parenting Program, Brief Strategic Family Therapy, Dialectical Behavioral Therapy, Practice Wise-MAP, Treatment Foster Care, Therapeutic Behavioral Services, Collaborative Problem Solving</li> <li>● Promising Practices including Narrative Therapy, Interpersonal Social Skills Training, and Signs of Safety</li> <li>● Short-Term Residential Therapeutic Programs</li> <li>● The Arbor Youth Resource Center provides independent living programs, support groups, employment support services, linkage to housing and mental health services, and social and educational activities</li> <li>● School-based Services to youth in Special Education</li> <li>● Youth Empowerment Camps</li> </ul> <p>Grant funds will also expand our capacity to assist students and families with accessing and connecting with other community resources, including tutoring, employment services, after school programs, health insurance application assistance, parenting education and skills training, and other community support as needed.</p>		
<p><b>VII.D.ii.</b></p>	<p>Describe how the grant funds will be used to support the goals of the RFA, specifically address how funds will be used for the requirements listed below. If the proposed plan does not specifically include any programs or services to address those requirements listed below, explain how the county is addressing the requirements (i.e., through programs and services) and how the Partnership will provide linkages to the county programs and services.</p> <table border="1" data-bbox="316 1381 1469 1921"> <tr> <td data-bbox="316 1381 381 1921"> <p>1.</p> </td><td data-bbox="381 1381 1469 1921"> <p>Preventing mental illnesses from becoming severe and disabling.</p> <p>The Mendocino County School Services partnership is committed to providing community-wide support for prevention, screening, and early intervention services at schools, aimed at preventing mental illnesses from becoming severe and disabling. If mental health symptoms in children and adolescents are recognized and appropriate treatment is started early, many of the painful and disabling effects of mental illnesses may be prevented or minimized. Early detection and intervention decrease the severity of symptoms, prevent the progression of the illness, and minimize the long-term effects on the young person's development and life. Effective management of the illness can reduce the frequency and severity of recurrent episodes.</p> <p>The Mendocino County School Services partnership's use of MHSSA grant funds will prevent mental illnesses from becoming severe and disabling through education and training to school faculty, staff and students focused on recognizing early signs of mental</p> </td></tr> </table>	<p>1.</p>	<p>Preventing mental illnesses from becoming severe and disabling.</p> <p>The Mendocino County School Services partnership is committed to providing community-wide support for prevention, screening, and early intervention services at schools, aimed at preventing mental illnesses from becoming severe and disabling. If mental health symptoms in children and adolescents are recognized and appropriate treatment is started early, many of the painful and disabling effects of mental illnesses may be prevented or minimized. Early detection and intervention decrease the severity of symptoms, prevent the progression of the illness, and minimize the long-term effects on the young person's development and life. Effective management of the illness can reduce the frequency and severity of recurrent episodes.</p> <p>The Mendocino County School Services partnership's use of MHSSA grant funds will prevent mental illnesses from becoming severe and disabling through education and training to school faculty, staff and students focused on recognizing early signs of mental</p>
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	<p>health distress and providing them with tools and strategies to offer assistance and support. Faculty, staff, and students will be able to identify early signs of mental health conditions, including those signs unique to mental health in children and adolescents, and effectively connect the students to necessary professional support.</p> <p>Early identification leads to early connection to services designed to address and ameliorate mental health symptoms and their impact on the child's development, including services provided by MHSSA grant-funded service providers and community-based behavioral health providers.</p> <p>The MHSSA grant-funded service providers are available to provide psychoeducation, support, and collateral services to families, including assessing family needs and strengths and linking families to any necessary or useful community resources. The support, services, and linkages provided by the service providers will strengthen the family's ability to respond to and cope with mental health symptoms and support the youth long-term, leading to decreased impact and severity of the mental illness.</p>
2.	<p>Improving timely access to services for underserved populations.</p> <p>Increasing the availability of school-based behavioral health staff, the number of screenings for mental health conditions, and the general awareness and ability to respond of school communities in Mendocino County will improve timely access to service for the county's underserved populations. The geography of Mendocino County impacts residents' ability to access necessary services, and Mendocino County residents are frequently underserved. Mendocino County is a large geographic area (3,878 sq. miles) with a low population density (less than 4 students per square mile). The main population center, the City of Ukiah, is 2.5 hours from an urban area or airport. Many of our communities are sparsely populated rural areas, remotely located and connected only by slow, windy, 2-lane country roads. This has historically presented challenges for many Mendocino County residents in accessing services. Services are located primarily in Ukiah, Willits, and Fort Bragg, meaning that many people who live in more rural areas must travel great distances to receive services. These trips may be lengthened by mountainous terrain, poor road conditions, and inclement weather. There are very few public transportation options within Mendocino county, and no public bus routes north of Willits or Fort Bragg. A conservative drive time between Covelo or Fort Bragg and Ukiah is 1.5 hours.</p> <p>In 2016, the median household income in Mendocino County was estimated to be \$43,809, which is 35% lower than the state median of \$67,739. Low-income children are at greater risk of developing mental health problems, and are less likely to receive effective child mental health services. The structure and intent of our program plan ensures prompt and effective access to mental health services for Mendocino County's youth and families.</p> <p>With MHSSA funds, the Mendocino County Student Services partnership can mitigate travel difficulties and barriers to access service providers will be embedded in school</p>



	<p>districts by region, providing easier access to services in outlying areas. We can also assist with gas money for families who need this assistance to travel to services.</p> <p>Our efforts to increase universal screening help improve timely access to services for underserved populations, because mental health conditions and traumatic experiences are often underrecognized and underreported in these populations. This is especially true for children from ethnic and racial minority groups, immigrants, and others who may have less access to mental health services. A community approach to identifying mental health symptoms and a universal screening model means that child-serving systems don't need to wait until a problem gets to the point where others are recognizing it or its impacting the student.</p>
3.	<p>Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses.</p> <p>Mental health problems greatly impact both children and their families. Our service providers will provide psychoeducation and collateral services to families and other caregivers. The service providers will provide needs and strengths assessment, outreach and support to families, and increasing awareness and access to community resources service providers are trained to assess the needs and strengths of the entire family system, and can identify signs and symptoms of mental health or trauma-related needs in younger siblings or other children in the house, thus more broadly increasing the potential for early intervention.</p> <p>The Mendocino County Student Services Partnership will use grant funds to increase MHFA training to students, faculty, and staff. This will support the school community in its ability to recognize and respond to those impacted by trauma or experiencing mental health crises. Mental Health First Aid teaches risk factors and warning signs for mental health and addiction concerns, strategies for how to help someone in both crisis and non-crisis situations, and where to turn for help. MHFA helps to reduce stigma and teaches individuals who are not mental health providers the skills to recognize and respond to signs of mental health conditions and crises. Youth MHFA specifically teaches adults working with youth to recognize warning signs and symptoms of early mental distress and how to provide support and assistance until the youth can get professional help.</p> <p>Teen MHFA teaches high school students about common mental health challenges and what they can do to support their own mental health and help a friend who is struggling. It equips young people with the knowledge and skills they need to foster their own wellness and to support each other. Teen MHFA's goal is for instructors to teach and certify at least one entire grade in a school plus 10% of the teaching staff for that school to help teens recognize when a peer is struggling and in need of some support and how to effectively help them.</p>

		Our plan is to use MHSSA funds to apply for a Health Minds Alliance AmeriCorps worker. The AmeriCorps worker can be utilized to help provide family outreach, teach MHFA and other training (i.e. suicide prevention).
	4.	<p>Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services.</p> <p>The Mendocino County Student Services partnership seeks to reduce stigma associated with mental health diagnoses and seeking mental health services through increasing awareness and education and the normalization of mental health services. Education and awareness will be developed through Mental Health First Aid and other trainings to school communities, including Applied Suicide Intervention Skills Training (ASIST), safeTALK suicide prevention training, Question Persuade Refer (QPR) suicide prevention.</p> <p>Peer mentoring programs, bolstered by teen MHFA training, also helps reduce stigma. Peer support occurs between people who have shared similar experiences of being diagnosed with mental health conditions. This mutuality promotes connection, inspires hope, and offers a level of acceptance, understanding, and validation not found in many other professional relationships. Peers may also share their experiences with others, further reducing stigma and increasing understanding of the experiences of individuals with mental illness.</p> <p>Other approaches, such as Trauma-Informed care, Restorative Justice, Multi-tiered Systems of Supports (MTSS), Positive Behavioral Interventions and Supports (PBIS) etc. are already in place throughout the district as part of other initiatives to promote positive learning environments that help students improve academically, participate more fully in the classroom, and develop skills that will help them be successful in school and in life. All of these approaches reduce stigma through the application of affirming, person-centered practices and enhancing broader understanding of issues related to trauma, mental health, and healing.</p> <p>The more mental health is talked about in conversation, the more we are able to reduce and lower the stigma. By routinely discussing and screening for mental health issues or potential risk issues, we decrease the stigma associated with these issues, normalize the experience of talking about them with trusted adults, and allow providers to adequately and proactively address these issues.</p>
	5.	<p>Reducing discrimination against people with mental illness.</p> <p>We recognize that education and awareness are key to reducing discrimination against people with mental illness. We will provide this through MHFA, suicide prevention, and other trainings that contribute to trauma-informed systems. The MHSSA-funded service providers and AmeriCorps worker can also facilitate support groups on site as part of their job tasks.</p> <p>Through peer support and education we create communities that are able to identify and respond to issues. Increased timely access to services means reducing behaviors that</p>

	impact academic functioning, which also means that students with mental health issues are less likely to be disproportionately impacted by discipline measures, issues with school functioning, and other common consequences of behaviors associated with untreated mental illness.	
	6.	Preventing negative outcomes in the targeted population, including, but not limited to:
	6.	<p>a.</p> <p><b>Suicide and attempted suicide</b></p> <p>The Mendocino County Student Services Partnership will offer Mental Health First Aid and other trainings to school communities, including Applied Suicide Intervention Skills Training (ASIST), safeTALK suicide prevention training, Question Persuade Refer (QPR) suicide prevention. These trainings help individuals to identify and reduce suicidal behaviors and prevent suicide. They teach a continuum of safety skills and give each trainee a clear role to play, creating safety for those in need.</p> <p>Peer mentorship is especially important in this project, as youth are often more forthcoming and honest with peers. Additionally, training will help dispel any commonly believed myths about suicide that might impact someone getting the help they need (i.e. the false belief that everyone who is experiencing suicidal thoughts will need to be institutionalized, the false belief that asking someone whether they are having suicidal thoughts will make them more likely to become suicidal, and the false belief that all adolescents experience suicidal thoughts).</p> <p>Early identification and intervention for mental health needs means that mental health symptoms may not reach the level of severity (i.e. suicidality) that they might have if not recognized. Service providers will link students to services to address any suicidal thoughts or related issues and risks. Families will also receive education and support related to how to support and safely respond to a child having suicidal thoughts or behaviors.</p>
	6.	<p>b.</p> <p><b>Incarceration</b></p> <p>Research has clearly shown a direct correlation between poor academic functioning, suspensions and expulsions and incarceration. Students with mental health disorders experience frequent discipline and school failure.</p> <p>These school-related discipline problems often lead to underemployment and unemployment, prison, and reduced quality of life as adults. This connection between classroom and courtroom is often referred to as the “school to prison pipeline.”</p> <p>The Mendocino County Student Services partnership is committed to disrupting this pipeline. With the School Climate Transformation and Learning Communities for School Success Program grants to improve school climate, reduce dropout and suspension/expulsion rates, and to improve school attendance, school districts in Mendocino County are consciously strategizing ways to approach behavioral discipline in less punitive ways. Many school sites have implemented Restorative</p>

		<p>Justice and Positive Behavioral Interventions and Supports (PBIS). Some schools, such as South Valley Continuation High School in Ukiah, have adopted the principles of a Trauma-Informed School by teaching their entire teaching staff trauma-informed practices. The partnership intends to use grant funds to expand on these efforts in order to reduce short-term discipline and long-term incarceration rates.</p> <p>Through the prevention, education, assessment, and services that the MHSSA grant will fund, we will be in a position to address mental health issues for students and reduce their impact on academic functioning, behavioral issues and resulting disciplinary measures, and risk taking behavior that may lead to interaction with the criminal justice system and/or incarceration. MHSSA funding would expand capacity to provide services to address mental health, family, and behavioral issues at earlier stages, thus preventing them from escalating, impacting academic success, disciplinary measures, dropout rates, and juvenile detention and incarceration.</p>
	6. c.	<p>School failure or dropout</p> <p>Many of the school districts in this partnership have significant challenges with low attendance and dropout rates. We support holistic strategies to increase student and family connectedness to school, including increased opportunities for families to engage in the school community, improved school climate, and better after-school services. The Mendocino County Student Services partnership has a demonstrated history of working to identify and address issues related to academic performance, educational attainment, and dropout rates. Under the School Climate Transformation and LCSSP grants, the MCOE has been working with and supporting school districts to improve attendance, reduce discipline referrals, suspensions, expulsions, truancy, and drop-out rates, and to create supportive school climates that are conducive to students' mental wellness and academic success. These supportive climates consist of increased empathy and consideration, recognizing right from wrong, teaching students about the correlations between action and consequences, teaching students good decision-making skills, bullying prevention, increasing self-esteem and self-worth, and teaching teachers to acknowledge and recognize students for positive behavior.</p> <p>With the MHSSA grant funds, the MCOE will continue to provide coaching to school site staff on strategies for improving attendance and reducing dropouts, including both universal and individualized approaches. MHSSA partners will continue to provide group and individual counseling as needed to students on school sites, which will be augmented and expanded through MHSSA grant funding. MCOE's established networks, including the service providers and Advisors Network and Principal's Network, provide school service providers and administrators with a forum for sharing experiences, interventions, and strategies, and enables them to receive peer support and collectively brainstorm on ways to reduce dropouts and suspensions and improve attendance. MCOE also facilitates quarterly Community of Practice meetings for our LCSSP partners to share efforts, successful strategies and</p>



		<p>learn new ways of addressing attention issues. The dropout rate in Mendocino County has steadily improved from 2.8% in 2012/13 school year to 2% in 2016/17 school year.</p> <p>Mental health conditions and crises lead to issues with academic performance and higher dropout rates. Students with mental health disorders experience frequent discipline and school failure, which can lead to problems later in life. The recognition and intervention for mental health issues supported by MHSSA grant-funded services and programs will help improve outcomes and trajectories for children with mental health diagnoses by connecting them to necessary services, reducing the impact of mental health symptoms on academic functioning and decreasing discipline. Our services support families by providing them with education about the importance of school attendance and the impact academic functioning on future outcomes and by enhancing the family's ability to maintain the enrollment of the student. Early intervention will reduce dropout rates by responding to school-related issues before they hit a critical point.</p>
6.	d.	<p><b>Unemployment</b></p> <p>By intervening with children and adolescents, we support their academic functioning and education outcomes and decrease the long-term impacts of poverty on mental health (and vice versa). Workforce development and employment is heavily linked with mental health and school success. If students' mental health needs are not met, they are less likely to perform in school and to acquire and maintain jobs. Our partners are experienced with supporting young people with mental health needs to meet their employment goals. MHSSA funds will increase our ability to provide and link students and families to necessary mental health and employment services.</p> <p>MCOE's Workforce Development Coordinator works closely with school districts to develop and expand career technical education (CTE) programs and to link students to job opportunities. Workforce Development in secondary education engages Middle and High school students to student learning experiences and generate positive outcomes for graduates. CTE includes Career Ready Practices, which are foundational "soft skills" that focus on behavior, knowledge &amp; career planning expectations, Anchor Standards, which are overarching expectations that address the needs of a specific industry, and Pathway Standards, which teach students specific "hard skill" competencies that stack on top of the "soft skills." During a student's CTE pathway experience, they will engage in work-based learning experiences that offer real-world experiences connected to classroom learning. Behaviors that arise at internships offer chances to identify mental health and social and emotional challenges that may impact future employment. Workforce Development gives students real world challenges that help them acknowledge challenging situations and recognize their own value. Student feedback shows that when students see positive value in themselves, they are able to reduce</p>

		<p>maladaptive behaviors. Workforce Development is a particularly important component of education for low income and first generation youth and foster youth aging out of the system who may not have other financial resources to rely on post-graduation.</p> <p>RCS' Arbor Youth Resource Center provides Employment Services to Youth ages 14 - 25. This program provides youth with opportunities to increase their literacy skills, find employment, develop soft skills, enter training or education, and find a career path that leads to long-term employment. Through basic assessments, comprehensive case management, community partnerships, and financial support, the Arbor is dedicated to training and supporting the next generation of employees. More information about the Arbor Youth Resource Center is included at the end of this section.</p>
	6. e.	<p><b>Prolonged suffering</b></p> <p>Early prevention and intervention is key. If given the information, tools and resources to recognize when a student is first developing signs of mental health distress school staff may seek intervention from appropriate counseling supports and reduce the length of time the student will suffer.</p> <p>This partnership will use MHSSA to raise awareness about mental health issues in schools among the faculty, staff, and student body. The treatment services provided by behavioral health partners and MHSSA added service providers offer school-based mental health treatment and intervention and intervention and education to families. All of these efforts are intended to link students and families with needed services as soon as possible, interrupting the course of the disorder and reducing suffering and the likelihood that the illness will progress. These efforts will reduce stigma, increase help-seeking behaviors, and increase the likelihood that a student needing help will get it. Additionally, interaction with and outreach to families means that younger siblings or other children in the household may have quicker access to services. All of these services drive toward increased well-being and decreased suffering.</p>
	6. f.	<p><b>Homelessness</b></p> <p>Increasing interaction with the families can lead to earlier identification of homeless or risk of homelessness, and service providers can link families with necessary resources and supports.</p> <p>Early intervention and treatment of mental health conditions for students means that they are less likely to experience adverse long-term consequences, including homelessness.</p> <p>1058 students in Mendocino County were identified as homeless at the end of the 2018-2019 school year, representing 8% of the school population and more than twice the statewide rate. Most of the homeless and unstably housed youth in</p>

		<p>Mendocino County are mainstreamed in public schools, so our behavioral health providers are serving them directly on-site.</p> <p>The partnership is prepared to connect youth experiencing or at risk of homelessness or housing instability to a variety of resources and programs designed to prevent or address homelessness. Increased funding will increase our capacity to intervene with circumstances that might lead to homelessness and support homeless students. Service providers will provide wraparound services that will include linkages to homeless services.</p> <p>The Mendocino County Office of Education has a Foster and Homeless Youth Program that supports district programs, offers assistance to students, and partners with other organizations. This program supports districts by training stakeholders regarding legal rights of homeless students and legal responsibilities of schools, promoting awareness and trusting relationships, cultural competency, recognizing and reporting abuse, and integrating students to avoid stigmatization, providing support to school personnel as issues arise with specific families, and advocating for homeless families and students.</p> <p>Redwood Community Services provides a transitional housing program for transition age youth, housing navigation services, emergency shelter, day resource center, and permanent housing resources to homeless individuals. RCS also offers homelessness prevention services for individuals at risk of losing their housing. RCS provides support to those facing and living in a housing crisis with a compassionate, person-centered, Housing First approach which means focusing first and foremost on housing needs and providing support to people who are navigating barriers to housing. RCS is an active member of the Mendocino County Homeless Services Continuum of Care (MCHSCoC) and Community Health Improvement Program, working with community partners to ensure services are coordinated and effective, and to address housing needs.</p>
	6. g.	<p>Removal of children from their home</p> <p>Stress and poverty can overwhelm families and result in situations that may lead to CPS referrals. By increasing school-based mental health services and interventions to students and families, we will increase the ability to identify and intervene in situations that may lead to referrals to or intervention from the child welfare system. Family outreach can impact the likelihood family will be connected to the services that will address any safety issues, meet the family needs, and reduce the likelihood of removal. Increased funding will increase our capacity to intervene with circumstances that might lead to removal.</p> <p>We can also support efforts by the child welfare system to reduce removal by linking families to necessary resources and support. MCOE offers in-kind donations of basic</p>

			<p>necessities, which can reduce the stress on families and help prevent situations that might lead to removal of a child, or children, from the home.</p> <p>MCOE'S foster and homeless youth program provides assistance for families in locating and accessing community resources, including Food Bank, Plowshares, First 5, health clinics, mental health services, Mendocino County Youth Project, and Snack Pack (a weekend bag of food). Additionally, addressing mental health issues in community and home-based settings may avoid the need to place youth in a higher level of care (i.e. in an STRTP).</p>
	6.	h.	<p><b>Involuntary mental health detentions</b></p> <p>The partnership's behavioral health providers offer crisis and emergency mental health responses for children, adolescents and their families. Redwood Community Services operates the Redwood Community Crisis Centers (RC3), located in Ukiah and in Fort Bragg. These 24/7 Access Centers have toll free telephone access for mental health issues and emergencies, prompt access to screening and assessment, and eligibility determination. Clients receive referrals within a continuum of care appropriate to their mental health needs, care management assignments, transport coordination, coordination with primary care and co- occurring needs, crisis intervention and stabilization, coordination with law enforcement, emergency response to hospital emergency rooms, and out-of-county service authorizations. Emergency mental health assessments, 5150 evaluation and detention, and inpatient psychiatric hospital coordination are all services provided through RC3.</p> <p>Mental Health First Aid is designed to identify and respond to early signs of mental health crises, therefore increasing the likelihood that someone experiencing mental health issues will receive services before issues escalate to the level of crisis, potentially requiring involuntary hospitalization. Similarly, school-based mental health services offer identification and early intervention that reduce the need for institutionalization. Evidence increasingly shows that preventing and intervening early for young people with mental health problems can dramatically improve immediate and long term outcomes. Early intervention and reducing delays to treatment can result in less frequent hospital admissions and shorter lengths of stay when hospitalization does occur.</p>
	7.		<i>That the plan includes a description of the following:</i>
	7.	a.	<p><i>The need for mental health services for children and youth, including campus-based mental health services, as well as potential gaps in local service connections</i></p> <p>Childhood and adolescence is often when mental health conditions emerge, and mental health problems in children and adolescents are frequently unrecognized, misidentified, and poorly managed. Youth often have a delay in receiving appropriate care. Mental health problems lead to increased suicide risk, increased risk of dangerous substance use and disrupt development and functioning. Unless they are adequately identified and treated, these problems continue into adulthood</p>



and often lead to chronic impairment and disability. As many as one in six school-aged children have a diagnosable mental health disorder and about half do not receive professional treatment. As many as one in four school-aged children will experience one or more traumatic experiences before they turn 18.

The Mendocino County Student Services partnership recognizes that school systems are tasked with holding and responding to children who are impacted by trauma, stress, and mental health concerns. The experiences of students exposed to trauma, and adverse childhood experiences include things like physical, emotional, or sexual abuse, abandonment or neglect, and exposure to community violence. We are seeing children experiencing toxic stress- a result of prolonged exposure to stress in their environments, and we know that economically vulnerable children are more likely to face toxic stress. Far more children still are dealing with things like a parent with mental illness or addiction issues or a parent incarcerated. In Mendocino County, our communities were ravaged by wildfires in 2017 and 2018. Many students and their families lost their homes. One school district lost two students to the 2017 fires, which has had a lasting impact on their classmates and communities. Some are still homeless. At the end of 2018-2019, 1058 students in Mendocino County were identified as homeless, representing 8% of the school population and more than twice the statewide rate.

Trauma responses can impact attendance, academic performance, and behavior, and are going to affect the young person's ability to learn and achieve at school. Over time, the impact of trauma is cumulative. Children under toxic stress face long-term academic, physiological, and emotional impacts. In addition to long-term negative consequences, especially if left untreated, exposure to violence and trauma increases risk for developing problems at school, e.g., such as lower GPAs, poorer performance on standardized tests, poor attendance, and increased behavioral problems (which can contribute to suspensions, expulsions, etc. that impact ability to learn and participate effectively in classroom and extracurricular settings).

Education is critical to social and economic development and has a profound impact on public health. Adults with higher educational attainment have significant economic advantages and social support. The health benefits of education accrue at individual, community, and social/cultural levels.

Mental health services are not easily accessible to many in Mendocino County. The geography of Mendocino County impacts residents' ability to access necessary services, and Mendocino County residents are frequently underserved. Mendocino County is a very large county and many of our communities are remotely located and can only be accessed via windy, country roads, which has historically prevented challenges for many people in accessing services. Services are located primarily in Ukiah, Willits, and Fort Bragg, meaning that many people who live in more rural areas must travel great distances to receive services. These trips may be lengthened by mountainous terrain, poor road conditions, and inclement weather, which create barriers to accessing services, related to the impact on the families needing to travel

for services. There are very few public transportation options within Mendocino county. School therefore becomes an even more critical touchpoint for students experiencing mental health issues.

Data about Mendocino County and students clearly indicates a need for services and supports. Persistent poverty in the majority of the population of Mendocino County creates barriers to services. Of Mendocino County students, 72.2% are eligible for Free and Reduced meals, compared to 60.1% in the state. In 2016, the median household income in Mendocino County was estimated to be \$43,809, which is 35% lower than the state median of \$67,739. Children living in a low-income household are at greater risk of developing mental health problems, and are less likely to receive effective mental health services.

Mendocino County's chronic absenteeism rate was 19.4% in the 2018-2019 school year, compared with the statewide rate of 12%. The 2018-2019 suspension rate in Mendocino County was 6.6%, more than double the state's 3.6 % rate. The 2018-2019 expulsion rate was 0.21%, which is again more than twice the state's 0.09% rate.

The challenges shared by Mendocino County school districts are low socioeconomic status among students' families, as evidenced by a high percentage of students eligible for free and reduced lunches, staff and administrative turnovers, and a generally permissive drug culture, making drugs such as marijuana easily accessible to students. All of the school districts are in rural, often remote areas. Rural schools tend to have fewer students than urban areas; however, these students often have the same needs but with less support and fewer community resources. Suicides in the Laytonville community have had the community reeling and have had a significant emotional impact on the staff and student population at the schools in the past few years. The Laytonville and Leggett communities have a high percentage of single parent families. Anderson Valley and Round Valley have experienced changes in student demographics, including an increase in English Language Learners. Outlying districts such as Leggett and Round Valley are extremely remote. Limited local infrastructure, including food, gas, and roads create barriers to accessing services and resources. These challenges highlight the need for collaboration between the MCOE, school districts, and behavioral health providers to connect with one another, reduce the experiences of isolation, increase support, and share resources, ideas, and best practices.

While community providers do provide services, including crisis counseling, prevention education, prevention activities, and therapy, within Mendocino County's thirteen school districts, students and schools still have unmet needs. There are not enough mental health professionals in schools to deal with all of the presenting mental health needs or to adequately link students and families to necessary services. Many schools in our county do not have mental health professionals on site to support with crises, and there is an identified need for service providers to be responsible and able to provide assistance and help the

			school personnel during these crises, be it in person by supporting staff who are present during these crises, or through education and training. On-site service providers are also needed to assist families who are struggling by connecting them to resources and support and helping them resolve various issues. Support to families can also enhance a child's access to education.
	7.	a.	<p><i>Identify the needs and how they were determined (e.g. Needs assessment)</i></p> <p>In developing programming and pursuing funding previously, participants in the Mendocino County Student Services partnerships have identified additional specific areas of need. Needs assessments were conducted as part of the School Climate Transformation, the Learning Communities for School Success Programs, Project Aware, Restart, and the Mental Health Awareness Training grants. MCOE has been helping school districts address these significant issues in our county schools:</p> <ul style="list-style-type: none"> <li>• Drop out, truancy, suspension and expulsion rates</li> <li>• School attendance</li> <li>• Mental health literacy and awareness in school systems</li> <li>• Crisis intervention and linkage to mental health services</li> </ul> <p>Much progress has been made, and across the county, drop outs and suspension and expulsion rates have steadily declined. However, in many of these areas and in certain geographic locations, Mendocino County is still higher than the State average. These areas continue to be a focus for MCOE and Mendocino County school districts, and MHSSA funding will help provide additional support to supplement the existing efforts to improve school climate, recognize and identify early student mental health issues, and increase early intervention strategies.</p> <p>The Mendocino County Student Services partnership also uses information demographic and other data collected by the county, school districts, Department of Education, and Mental Health Action Teams regarding the student population and needs.</p>
	7.	b.	The proposed use of funds, which shall include, at a minimum, that funds will be used to provide personnel or peer support

		<p>Grant funds will focus specifically on increasing training to the community and increasing the capacity of service providers that work with students and their families. The Mendocino County Student Services Partnership will use grant funds to increase Mental Health First Aid (MHFA) training to students, faculty, and staff. This will support the school community in its ability to recognize and respond to those impacted by trauma or experiencing mental health crises.</p> <p>The partnership will also use grant funds to support peer support through provision of teen Mental Health First Aid training to students across Mendocino County. This training will teach students how to recognize and provide appropriate support to their peers who are experiencing mental health concerns or crises. This peer support includes giving reassurance and support and educating their peers about both professional and community resources and supports available. Students trained in teen MHFA will learn how to access the appropriate services and support for themselves and their peers in need MHFA provides a foundation for peer mentorship by training the student body and supports current peer mentorship efforts and programs. We will also apply for and support a mental health AmeriCorps worker who can help develop and facilitate peer mentoring groups. These efforts will be supported by the school districts and service providers. Peer mentoring groups would be structured, student-led groups moderated by a MHSSA service provider on a school site. Peer support groups will receive MHFA and suicide awareness prevention trainings. For schools in which there is a leadership class, peer mentoring groups may be an offshoot of that and the students in leadership be trained in how to facilitate peer mentoring groups. The partnership will support and expand upon current peer mentorship efforts, such as Laytonville High School's peer mentorship program and Redwood Community Service's Arbor Youth Resource Center, a community organization in Ukiah that runs a peer-to-peer mentorship program called NAYA (Native American Youth and Adult Partnership Program). This program is run out of the Arbor but also goes to South Valley High Continuation School, and works with Native youth.</p> <p>The Mendocino County Student Services partnership will augment current services through increasing social work, case management, and mental health personnel who provide outreach, screening and assessment, crisis intervention, referral, linkage, and brief treatment to students and families. The Mendocino County School Services Partnership will use grant funds to leverage existing services being provided to school sites by behavioral health partners Redwood Community Services, Tapestry Family Services, Mendocino County Youth Project, and Mendocino County Office of Education. We will increase the number of service providers by four full-time equivalents and will apply for a Healthy Minds Alliance AmeriCorps to increase our capacity to address mental health needs in the community.</p> <p>MHSSA funds will support the partnership in increasing the number of screenings delivered within schools. Through educating students, faculty, and staff about recognizing mental health concerns in themselves and others, we hope to increase</p>
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		<p>the school community's ability to identify students in need of mental health services. Funds used to support additional personnel will increase our ability to outreach and screen at-risk students and connect them to available mental health providers for assessment and services. The partnership would also like to use grant funds to support the research for appropriate screening tools, including universal screening tools, and train staff in their administration.</p>
	7. c.	<p><i>How the funds will be used to facilitate linkages and access to ongoing and sustained services, including, but not limited to, objectives and anticipated outcomes</i></p> <p>The Mendocino County Youth Project, Redwood Community Services, Redwood Quality Management Project, and Tapestry Family Services offer an array of comprehensive programs and mental health services to youth and families both on-campus and off. MHSSA funds will increase the capacity of these programs to outreach and link students and families to these services and to others. These services include:</p> <ul style="list-style-type: none"> <li>• Preventative, Educational, and Early Intervention</li> <li>• Community-Based and Outpatient Mental Health Services</li> <li>• Evidence-Based Practices, including Cognitive Behavioral Therapy, Parent Child Interactive Therapy, Trauma-Focused Cognitive Behavioral Therapy, Alternatives for Families-CBT, Motivational Interviewing, Positive Parenting Program, Brief Strategic Family Therapy, Dialectical Behavioral Therapy, Practice Wise-MAP, Treatment Foster Care, Therapeutic Behavioral Services, Collaborative Problem Solving</li> <li>• Promising Practices including Narrative Therapy, Interpersonal Social Skills Training, and Signs of Safety</li> <li>• Short-Term Residential Therapeutic Programs</li> <li>• The Arbor/The Anchor Youth Resource Centers, which provide independent living programs, support groups, employment support services, linkage to housing and mental health services, and social and educational activities</li> <li>• School-based Services to youth in Special Education</li> <li>• Youth Empowerment Camps</li> </ul> <p>Grant funds will also expand our capacity to assist students and families with accessing and connecting with other community resources, including tutoring, employment services, after school programs, health insurance application assistance, parenting education and skills training, and other community support as needed.</p> <p>Linkage to these various will be supported by having personnel covering different geographic locations in Mendocino County, mitigating travel for students and families.</p> <p>We plan to fulfill the objectives of the grant and our program plan by focusing on the following areas and tasks over the course of the grant's four-year span:</p> <p>Year 1 will be focused on leveraging existing services through the addition of personnel and applying for Mental Health AmeriCorps workers. We will expand our</p>

			<p>ability to provide Mental Health First Aid and professional development training. The Mental Health Student Services Partnership will establish regular partnership and steering committee meetings. We will also use this year to establish benchmarks related to the number of students served, families served, successful linkages, and number of trainings conducted and individuals trained.</p> <p>Years 2 and 3 will be used to build and expand on our capacity. After additional personnel hired in Year 1 are established and in place in various school districts around the county. We will continue to assess and evaluate ongoing and newly identified needs, as well as the success of programs and services already in place. We will use identified benchmarks to set new targets. We will continue providing MHFA and professional development trainings. We will continue to hold regular partnership steering committee meetings. During Year 3 and through Year 4, we will conduct an assessment and evaluation of the success of programs and services delivered during the course of this grant. This evaluation will inform our sustainability efforts and plans.</p>
	7.	d.	The Partnership's ability to do all of the following:
	7.	d. i.	<p>Obtain federal Medicaid or other reimbursement, including Early and Periodic Screening, Diagnostic, and Treatment funds, when applicable, or to leverage other funds, when feasible</p> <p>The Mendocino County Student Services Partnership will conduct an evaluation during years three and four of the grant, which will include identification of funding sources for the added positions and evaluation of ongoing needs of students, families, and school districts. The partnership's behavioral health providers have an established ability to access and fully utilized EPSDT Medi-Cal funds, as evidenced by their Specialty Mental Health Services contracts. Details about these services and the Scope of Work are included in the supporting documents of Attachment 3.</p>
	7.	d. ii.	<p>Collect information on the health insurance carrier for each child or youth, with the permission of the child or youth's parent, to allow the partnership to seek reimbursement for mental health services provided to children and youth, where applicable</p> <p>The partnership has established methods for obtaining parental consent for services, collecting information about the health insurance carrier for each student, and obtaining reimbursement for mental health services where possible. All information and data sharing processes follow applicable HIPAA and FERPA guidelines.</p> <p>When students are linked to necessary community services, consents for treatment are obtained by the individual providers. Providers in the partnership can then obtain reimbursement for mental health services through</p>

				their existing contracts when a student or family is enrolled in their respective programs.
	7.	d.	iii.	<p>Engage a health care service plan or a health insurer in the mental health partnership, when applicable, and to the extent mutually agreed to by the partnership and the plan or insurer</p> <p>The Mendocino County Student Services Partnership is led by Mendocino County's Department of Behavioral Health, which manages the mental health plan for the county. The county holds the EPSDT Medi-Cal Specialty Mental Health Services contracts with providers in the county. Our behavioral health providers all have contracts with Mendocino County to provide EPSDT Medi-Cal Specialty Mental Health Services.</p>
	7.	d.	iv.	<p>Administer an effective service program and the degree to which mental health providers and educational entities will support and collaborate to accomplish the goals of the effort</p> <p>Our approach intends to build bridges between schools, the county, and the service providers in a way that will last beyond the life of the MHSSA grant. By creating curriculum, educating students and educators in mental health, and early identification of mental health concerns, we hope to expand our existing services in a way that will create pathways to more direct services for students beyond the lifespan of the MHSSA grant.</p> <p>SELPA assesses students referred to them for intensive services and work with the providers to ensure that these needs are being met. School site student study teams meet regularly to discuss student needs and IEPs. School site Multi-tiered Systems of Support (MTSS) Leadership Team meetings occur regularly and support this collaboration.</p> <p>The collaborative relationship between mental health providers and educational entities includes actively soliciting feedback, input, and data for evaluation through formalized assessment and continuous quality improvement processes. Providers working with students and families will assist in identifying needs of students and families. Tapestry Family services, Redwood Community Services, and the Mendocino County Youth Project have established relationships with the county's public schools. They have long standing relationships with the school districts and will continue to provide mental health services in schools. The contracts and MOUs outlining these partnerships and the services are included at the end of Attachment 3.</p> <p>We will continue to follow prompts from the LCSSP commitment forms, which are templates created for the school district partners for the MCOE LCSSP grant which identify areas the school is working on, programs implemented, and achievements and progress made in addressing attendance. These tasks include items such as, "Monitor chronic absenteeism data through MTSS</p>

			<p>leadership team,” and “Meet monthly, collecting high quality attendance data, assessing for early signs of attendance problems.”</p> <p>Mendocino County is composed of small, close-knit communities. MHSSA's partner agencies have provided services to the school sites for more than fifteen years and have positive and established working relationships. The partnership’s steering committee will continue to foster intentional collaboration between the partners.</p>	
	7.	d.	v.	<p>Connect children and youth to a source of ongoing mental health services, including, but not limited to, through Medi-Cal, specialty mental health plans, county mental health programs, or private health coverage</p> <p>Schools are able to make referrals directly to partner agencies for mental health services. Each student and family served will have a plan that includes options for and a plan to access ongoing mental health services, when they are determined to be needed. The service providers in the partnership provide most of the onsite mental health services to students in Mendocino County, ensuring a seamless connection to ongoing mental health services with minimal delays and barriers. Our providers have a decades-long history of serving students and families in Mendocino County and are well-versed in the available services and referral processes for each.</p> <p>Our service providers are able to provide case management services related to linking students and families to necessary services, identifying Medi-Cal eligibility, assistance with enrollment, and connecting families to other relevant supports for help with coverage.</p>
	7.	d.	vi.	<p>Continue to provide services and activities under this program after grant funding has been expended</p> <p>The Mendocino Student Services partnership will continue to seek alternate funding streams to maintain the additional personnel hired and the services provided for this program, with an emphasis on these efforts in Years 3 and 4. The partnership members have a successful history of obtaining funding for necessary services and programs.</p> <p>We will leverage EPSDT funds for existing services wherever possible to minimize disruption to services and continue the programs and services provided under this grant.</p>
	7.	d.	vii.	<p>Screen students for risk factors related to trauma or other mental health conditions, with emphasis on Pre-K through 3<sup>rd</sup> grade.</p> <p>Brief screening identifies many of the behaviors that may belie an underlying trauma history or mental health condition (like how much the child is sleeping, or to the ability of the youth to pay attention in class), allowing many different options to address and course correct without necessarily knowing the full</p>



			<p>history or the details. Screening can help devise plans that better meet the child's learning and behavioral needs from the start. Signs and symptoms of mental illness concerns can manifest in many forms and are not always immediately apparent, especially in children and adolescents. Screening can help providers be more aware of who might be more at risk for developing future pervasive and severe symptoms that would impact their functioning. We can then follow up accordingly, without waiting for the problems to present. The broad range of areas covered in screening offers many opportunities to address the ways issues might be showing up, and offers many ways to course correct. Screening also helps schools and systems respond to issues in larger (not just individual) ways. By understanding the trends in risk and resilience experienced by students, schools can create groups, curriculum, etc. that more accurately responds to the needs of the student body.</p> <p>Mendocino County Student Services partnership behavioral health providers currently working in schools provide screening and assessment, such as the Early Break Assessment, and the Child and Adolescent Needs and Strengths Assessment (CANS) to students who are working with these providers. These screening and assessment tools are only administered in the context of confidential, trauma-informed therapeutic relationships. The partnership would like to use grant funds to support the research for appropriate screening tools, including universal screening tools, and train staff in their administration.</p> <p>MHSSA funds will support the partnership in increasing the number of screenings delivered within schools. Through educating students, faculty, and staff about recognizing mental health concerns in themselves and others, we hope to increase the school community's ability to identify students in need of mental health services. Funds used to support additional personnel will increase our ability to outreach and screen at-risk students and connect them to available mental health providers for assessment and services.</p>
	7.	d.	viii <p>Collect data on program implementation and measures of student well-being.</p> <p>The Mendocino County Student Services partnership steering committee will include the administrators of all partnering school sites. We will be able to collect data on the following from our behavioral health providers through electronic health records. The partnership will continue to collect and review data related to student demographics, referrals to services, number of students linked, and services provided to students and families. We will keep records on the number of Mental Health First Aid trainings provided, including the number of participants and students trained. Measures of student well-being include truancy, chronic absenteeism, dropout, graduation, and suspension/expulsion rates.</p>

	8.	The plan must also address facilitating linkages and access to ongoing and sustained services, including:	
	8.	a.	<p>Services provided on school campus</p> <p>The Mendocino County Youth Project, Redwood Community Services, and Tapestry Family Services offer an array of comprehensive programs and mental health services to youth and families both on-campus and off. MHSSA funds will increase the capacity of service providers to outreach and link students and families to these services and to others.</p>
	8.	b.	<p>Suicide prevention services</p> <p>The partnership will provide suicide prevention trainings, including Applied Suicide Intervention Skills Training (ASIST), safeTALK suicide prevention training, Question Persuade Refer (QPR). These trainings help individuals to identify and reduce suicidal behaviors and prevent suicide. They teach a continuum of safety skills and give each trainee a clear role to play, creating safety for those in need.</p> <p>The partnership will link students to mental health services, increasing identification and intervention with suicidal thoughts or behaviors. Service providers in schools will link students to services to address any suicidal thoughts or related issues and risks. Families will also receive education and support related to how to support and safely respond to a child having suicidal thoughts or behaviors. Outreach to families means that family members who are experiencing mental health issues, including suicidal thoughts or behaviors, will also receive referral and linkage to services, as part of service to the whole family system.</p> <p>Having provided services in Mendocino County for decades, our providers are familiar with additional suicide prevention and crisis services in Mendocino County and how to access them.</p>
	8.	c.	<p>Drop-out prevention services</p> <p>Our services connect youth and families to counseling on site. Additional mental health service providers hired through the MHSSA grant will increase family and social-emotional support for struggling students, therefore enabling a family system that supports academic achievement. Mental Health AmeriCorps workers can provide additional outreach to families, linking them with mental health support, tutoring, and providing help navigating the school and related systems.</p> <p>We will leverage existing work that is currently in place at the school sites through grant-funded programs including SCTG, LCSSP, MHAT, and Restart. These grants have provided coaching, support, assistance with data analysis, professional development, and staff peer networking to improve school climate and address issues of attendance, dropout and suspension/expulsion rates. The Restart service</p>

		<p>provider is providing additional therapeutic support at various school sites to students impacted by the 2017 wildfires.</p> <p>A Multi-tiered Systems of Support (MTSS) is currently being implemented throughout all Mendocino County school districts and includes family outreach, family education, student incentives, data tracking of attendance, regular meetings of the MTSS team, and professional development aimed at preventing drop-outs.</p> <p>MHFA and increased mental health support bolster the restorative justice practices used by many school districts to reduce the rates of discipline that may impact dropout rates.</p> <p>Early identification and intervention, supported by MHFA training and increased mental health support, may reduce the severity of behaviors associated with disciplinary measures and with poor academic performance, thus reducing drop-out rates.</p>
8.	d.	<p><i>Outreach to high-risk youth and young adults, including, but not limited to, foster youth, youth who identify as lesbian, gay, bisexual, transgender, or queer, and youth who have been expelled or suspended from school</i></p> <p>The Mendocino County Student Services partnership is committed to the provision of trauma-informed, culturally relevant, and affirming services to all students, including those identified as high risk. Our behavioral health partners have a long history of engaging and providing services to high-risk youth and young adults.</p> <p>By maintaining a presence in the schools, behavioral health partners are able to provide outreach to high-risk youth and young adults, including foster youth, LGBTQ+ youth, and youth who have been expelled or suspended from school. These youth may be identified and referred directly by school personnel or through school site teams. Providers maintain relationships with school personnel and are able to proactively outreach youth when they are identified by staff as having a potential need for support.</p> <p>Our behavioral health providers have established programs to serve at-risk youth and young adults, including the Arbor Youth Resource Center, the Mendocino County Office of Educations' Foster and Homeless Youth Program, and specialty mental health and other services for foster youth and homeless youth.</p> <p>The Mendocino County Office of Education has an alternative education program, which provides instruction and an educational curriculum at the Mendocino County Juvenile Hall. The MCOE also has a Special Education program, Orr Creek, that serves students grades K-5 with emotional challenges and who are placed through their Individualized Educational Programs (IEP). Orr Creek provides intensive counseling to build emotional competence and social skills for students and their families. The goal and focus of the program is to help students achieve greater behavioral,</p>

		emotional, and academic independence so they can return to a less restrictive school setting.
	8.	<p>Placement assistance and development of a service plan that can be sustained over time for students in need of ongoing services</p> <p>A primary task of the mental health staff funded by the MHSSA grant will be to develop and implement a plan that can be sustained over time for students in need of ongoing services. This includes coordination of services with both professional support and natural support and ensuring access to necessary services. This is accomplished through first completing an assessment of the youth's strengths and needs. The mental health professional develops this plan in collaboration with the school system, youth, family, and behavioral health providers, among others. From the beginning of the assessment and planning phase, the service provider will be identifying placement and planning options for the youth when needs for both are identified.</p> <p>The partnership will provide placement assistance and plan for delivery of services that leverages what is already in place at school sites, including the Restart service provider, who works with school administrators to identify student needs and prioritize those in need of services. The Restart service provider provides individual and group therapeutic services to students, and travels to various different school districts to provide these services so students can remain on campus. Behavioral health provider partners who are already providing services to school sites and have service plans and contracts for scope of work in place. The MCOE's SELPA team is providing services to school sites for students who have IEPs. The School site MTSS teams, composed of faculty, administrators, school service provider, special ed. teachers, and the MCOE's school climate coach, meet on a regular basis.</p>
	9.	Funds may also be used to provide other prevention, early intervention, and direct services, including, but not limited to, hiring qualified mental health personnel, professional development for school staff on trauma-informed and evidence-based mental health practices, and other strategies that respond to the mental health needs of children and youth, as determined by the Commission

## **Attachment 5 Supplemental Documents**

- **Healthy Mendocino Report “Economics of Child Abuse: A study of Mendocino”**
- **Healthy Mendocino Report “Economics of Child Abuse Report”**
- **The Arbor Youth Resource Center informational sheet**

## **Healthy Mendocino Report “Economics of Child Abuse: A study of Mendocino”**



# THE ECONOMICS OF CHILD ABUSE

## 2019 Study of Mendocino County

Child abuse is a persistent problem within Mendocino County and the entire state. Although it is a hidden social ill, its impact is significant. Child abuse impacts not just the child, but the family, the community, and society at large. While the impact of abuse not only morally devastates our community, it also significantly hurts our economy. In fact, the physical, mental, and emotional effects of abuse persist long after child abuse occurs, and result in ongoing costs to every sector of our community.

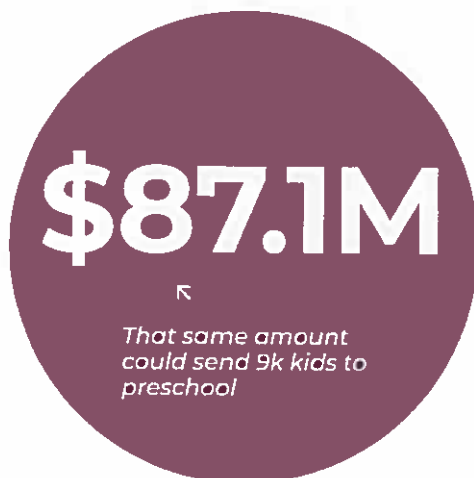
Child abuse is a core underlying factor to many of the ongoing struggles of this community, such as high rates of school dropout, homelessness, incarceration, and chronic health issues. This report shines a light on this largely ignored issue and the negative impact it has on all of us.

## THE FINANCIAL IMPACT OF CHILD ABUSE

The cumulative financial impact to the Mendocino community for the 370 verified child victims in 2018 is \$87.1M. Though these costs are accrued over the course of the victim's life, the community will continue to incur the same cost each year until we are able to reduce and ultimately end child abuse.

**Financial impact for verified cases last year:**

**Since child abuse is vastly underreported, in reality, the cost to the Mendocino community is likely far higher. Last year, there were:**



**370**  
VERIFIED  
CHILD VICTIMS  
OF ABUSE



**2,197**  
ESTIMATED  
CHILD VICTIMS  
OF ABUSE

→ The resulting financial impact is as high as \$517.2M

This report was created  
in partnership with:



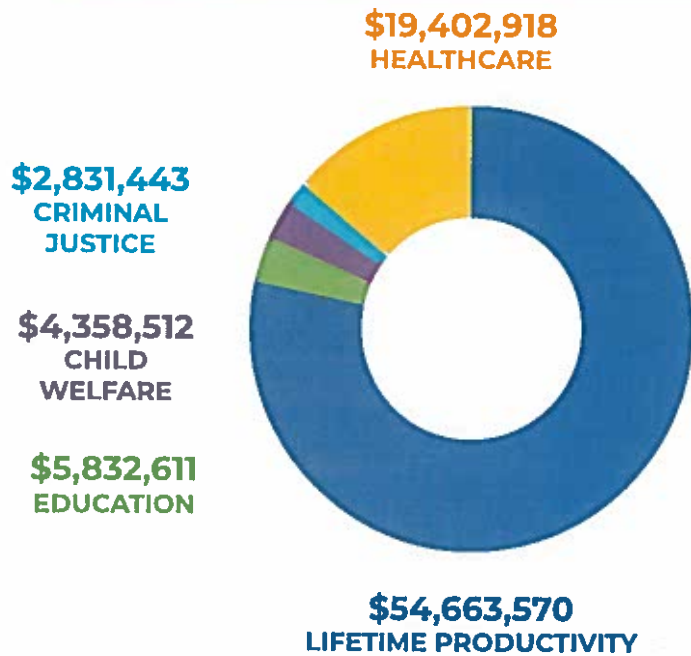
Strengthening  
Families.  
Ending Child  
Abuse.

**BerkeleyHaas**  
Haas School of Business  
University of California Berkeley



# COST TO THE MENDOCINO COMMUNITY

A Breakdown of \$87.1M



## HEALTHCARE

Victims may require hospital care, mental health services, and other medical services during childhood, and have a higher incidence of physical and mental health issues throughout adulthood.

## CRIMINAL JUSTICE

Abused children are 59 percent more likely to be arrested as juveniles, and 28 percent more likely to have an adult criminal record.

## CHILD WELFARE

Victims may require intervention services, foster care, and counseling services.

## EDUCATION

Abused children are 77 percent more likely to require special education.

## LIFETIME PRODUCTIVITY

Victims are more likely to be unemployed and rely on public assistance which lead to diminished earning potential.

## CHILDHOOD TRAUMA ACTION TEAM

The Childhood Trauma Action Team is dedicated to preventing and reducing the number of Adverse Childhood Experiences (ACEs) in the Mendocino County region, creating opportunities to heal from past trauma and building **RESILIENT** Mendocino communities. [mendocinokids.org](http://mendocinokids.org)

## PROTECTIVE FACTORS

Communities can support vulnerable children and families by fostering the five protective factors. By helping families to enhance their protective factors, they will be better equipped to combat risk factors (history of abuse, isolation, substance abuse, and others) and prevent incidences of child abuse. Research shows that healthy and safe families share these five commonalities:

### SOCIAL & EMOTIONAL COMPETENCE OF CHILDREN

Family and child interactions that help children develop the ability to communicate clearly, recognize and regulate their emotions, and establish and maintain relationships

### KNOWLEDGE OF CHILD DEVELOPMENT

Understanding parenting strategies that support physical, cognitive, language, social, and emotional development

### PARENTAL RESILIENCE

Managing stress and functioning well when faced with challenges, adversity, and trauma

### SOCIAL CONNECTIONS

Positive relationships that provide emotional, informational, and spiritual support

### CONCRETE SUPPORT

Access to concrete support and services that address a family's needs and help minimize stress caused by life's challenges

## #CostOfChildAbuse

Thanks to Safe & Sound and UC Berkeley Haas School of Business for this calculation and for generous funding from Blue Shield of California Foundation, California Department of Social Services—Office of Child Abuse Prevention, Casey Family Programs, County Welfare Directors Association of California, S.H. Cowell Foundation, The Golden Door Foundation, The HAND Foundation, Conrad N. Hilton Foundation, and Zellerbach Family Foundation. To learn more, please visit <http://economics.safeandsound.org>

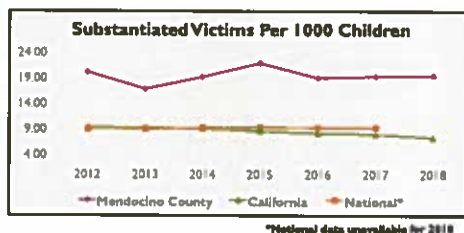
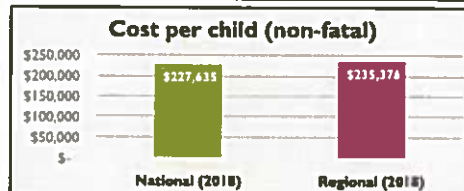
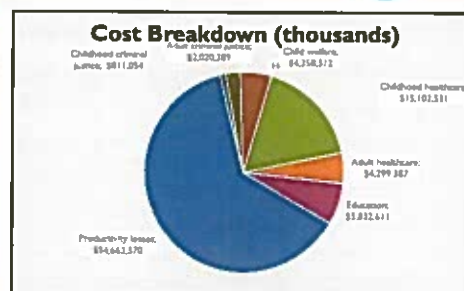
## **Healthy Mendocino Report "Economics of Child Abuse Report"**

# The Economics of Child Abuse: A Study of Mendocino County

## Dashboard & summary of analysis

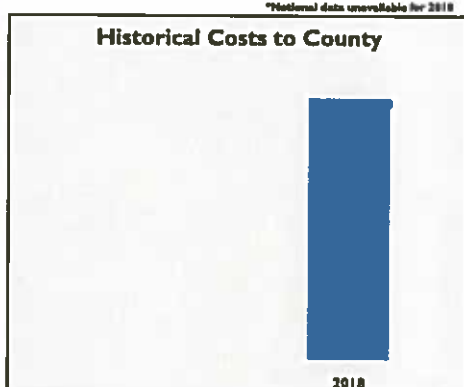


Year 2018				
Region Mendocino County				
Number of substantiated child victims 370				
Number of substantiated child victims as % of child pop. 1.94%				
Cost per child (non-fatal) \$ 235,376				
	Subtotal by Child	Subtotal by County	Breakout by Child	Breakout by County
Healthcare	\$ 52,440	\$ 19,402,918		
Childhood healthcare			\$ 40,820	\$ 15,103,531
Adult healthcare			\$ 11,620	\$ 4,299,387
Education			\$ 15,764	\$ 5,832,611
Productivity losses			\$ 147,739	\$ 54,663,570
Criminal justice	\$ 7,653	\$ 2,831,443		
Childhood criminal justice			\$ 2,192	\$ 811,054
Adult criminal justice			\$ 5,461	\$ 2,020,389
Child welfare			\$ 11,780	\$ 4,358,512
Number of substantiated child victims (fatal) -				
Cost per child (fatal) \$ 1,256,593				
Healthcare				\$ 15,164
Productivity losses				\$ 1,241,429
Total economic burden (Rounded) \$ 87,100,000				



Sensitivity Analysis				
	Number of Child Victims			Estimate (\$ Rounded)
	Non-Fatal	Fatal	% of child population	
Substantiated	370	-	1.94%	\$ 87,100,000
Reported	1,904	-	9.97%	\$ 448,200,000
Estimated	2,197	-	11.50%	\$ 517,200,000

Comparison Points				
Indicator	Per-Unit Cost	Preventing all abuse could save for...	Unit	
Cost to send one student to a 4-year college	\$ 106,921	815	Students receiving a college education	
Cost for one year of preschool in California	\$ 9,680	8,996	Years of preschool	
Cost of building one mile of interstate	\$ 31,023,600	3	Miles of new interstate	
Cost of buying a home in Mendocino County	\$ 437,677	199	Median-priced homes	
County's annual Operating Budget	\$ 332,769,939	26%	% of County's Operating Budget	
Insert your own indicator here	\$			



Number of reported child victims 1904			
That's one child every...	276.05	minutes	
That's one child every...	4.60	hours	
That's one child every...	0.19	days	

## **The Arbor Youth Resource Center Informational Sheet**



**Arbor Youth Resource Center | The Harbor on Main Youth Resource Center | The Arbor Youth Resource Center (est. 2008) and The Harbor on Main Youth Resource Center (est. 2009)** act as a resource facility for all youth in the community to access services, smoothing the transition to adulthood, while providing social, emotional, and physical supports and programs. Education Support Classes, Housing Mentorship, Well-being, Employment and other services are offered through these centers for any youth ages 14-25. These centers focus particularly on resources and services that promote opportunities to engage youth as partners and provide youth the opportunity to develop the real life skills necessary to succeed as citizens and workers.

**Drug-Free Communities Coalition** | In 2014, Redwood Community Services, Inc. was awarded a five-year SAMHSA Grant to focus on community prevention and education regarding youth substance abuse in the Ukiah area. The Arbor Drug Free Communities (DFC) coalitions' two primary goals are to 1) build coalition capacity to provide community education regarding youth substance abuse and 2) reduce youth substance abuse of marijuana, alcohol and prescription drugs. The coalition has identified these three substances as being the greatest threat to youth in our community, therefore focusing on prevention activities around them.

Research shows that when a community joins together to work on the problem of substance abuse, substance abuse rates decline. The working model for this type of action is a community coalition of residents, businesses, schools, law enforcement, and organizations focusing on substance abuse, youth organizations, and others. The Arbor Coalition also works to increase prevention efforts in the neighborhood, and promotes the use of effective, proven substance abuse prevention programs and environmental strategies.

**CalWORKs Expanded Subsidized Employment (ESE)** | The CalWORKs Expanded Subsidized Employment (ESE) program provides on-the-job training opportunities in job classifications throughout Redwood Community Services for recipients of CalWORKs referred by the County of Mendocino. Participants are employed with our agency for 3-6 months, receiving all mandatory employee trainings, position specific trainings, and hands on work experience while being supported by a site supervisor and Employment Specialist. With successful completion in the program and submission of an application for an open position, participants are considered for permanent employment. Many of our participants have become employed with Redwood Community Services and were able to transition out of the CalWORKs cash assistance program.

**Youth Employment Support Services (YESS)** | Youth Employment Support Services (YESS) is a job readiness program that assists youth ages 15-21 who are part of our outpatient mental health services programs. Youth are referred by a sponsoring clinician and provided with career and education guidance, job readiness workshops, and work experience in the form of job shadowing and

work-based learning. Youth receive incentives throughout participation with successful completion of certain milestones, including workshops attended and completed hours of work experience.

**The HUB** | The Upper Lake HUB is a centralized HUB providing coordinated educational, health and social supports for children and families, harnessing the power of community to empower and enrich lives. The HUB is located on the High School campus and is supported by the Upper Lake Unified School District. Redwood Community Services coordinates activities that occur at the HUB, as well as partner with organizations that can provide services and extra support.

**Gang Resistance Intervention Program (GRIP)** | Now in its 8<sup>th</sup> year, GRIP is an age appropriate classroom curriculum that delivers information about gang culture and the many negative impacts that occur with gang behavior and attitudes. It encourages students to make the right choices about their social affiliations, and it provides tools for making good choices and resources for seeking outside help. The GRIP program is taught in 12 weekly lessons, delivered in the classroom by trained presenters throughout the county. GRIP has lengthened the lessons on bullying and peer pressure in response to teacher requests and feedback.

**Youth Empowerment Camp** | In our commitment to serving our community's most vulnerable children, Redwood Community Services provides a 'Little Kids Camp' and 'Youth Empowerment Camp' each summer that focuses on building trusting relationships while having fun. Youth in foster care, residential programs, foster family's biological children as well as community youth accessing behavioral health services are invited to join us at camp. It is important to us that we bring together all our youth in order to create the sense of family and belonging at camp. We bring joy to our little ones through fun activities and relationship building. Youth Empowerment Camp for teens provides the same, but steps up to build strength, personal responsibility, reflection, and resiliency for our older youth.

Camp focuses on Youth Empowerment and Youth Voice and is structured to provide youth with the opportunity to practice social and physical skills while having fun, but there is a considerable emphasis on youth becoming stronger, more aware of personal potential, and more confident about-facing life's challenges through therapeutic activities. Over the course of five days, supportive relationships, experiences, and bonds are developed, which can be forever memorable and life changing.

Each camp includes youth and young adult mentors giving older youth the opportunity to gain leadership skills as well as building bonds with natural connections. Redwood Community Services continues to work with the motto "once an RCS kid, always an RCS kid". This mentorship helps build the community and family that is RCS.

## **Attachment 6: Program Implementation Plan- Plan Narrative**



PLAN NARRATIVE	
VII.E.i.	<p>The purpose of the Program Implementation Plan is to illustrate the critical steps in executing the proposed program plan and to identify any challenges associated with implementation. By requiring the Program Implementation Plan to be completed prior to submission, counties and educational entities will be better equipped to begin serving students within 90 days of grant award.</p>
VII.E.ii.	<p>Plan Narrative</p> <p><i>Describe how the Applicant will implement the proposed program described in the Proposed Plan in Section VII.D. above.</i></p> <p>We plan to fulfill the objectives of the grant and our program plan by focusing on the following areas and tasks over the course of the grant's four-year span:</p> <p><i>Year 1</i> will be focused on leveraging existing services through the addition of personnel and applying for Mental Health AmeriCorps workers. We will increase the number of service providers by four full-time equivalents and will apply for a Healthy Minds Alliance AmeriCorps to increase our capacity to address mental health needs in the community. To ensure that capacity is expanded in a way that best meets the needs of the community, the partnership steering committee will determine which current service provider positions will be expanded once funds are secured. The service providers are employed by the partnering behavioral healthcare organizations and will be located at school districts throughout the county. We will expand our ability to provide Mental Health First Aid and professional development training. The Mental Health Student Services Partnership will establish regular partnership and steering committee meetings. We will also use this year to establish benchmarks related to the number of students served, families served, successful linkages, and number of trainings conducted and individuals trained.</p> <p><i>Years 2 and 3</i> will be used to build and expand on our capacity. Additional personnel hired in Year 1 will be established and in place in various school districts around the county. We will continue to assess and evaluate ongoing and newly identified needs, as well as the success of programs and services already in place. We will use identified benchmarks to set new targets. We will continue providing MHFA and professional development trainings. We will continue to hold regular partnership steering committee meetings.</p>

		Years 3 and 4, we will used to conduct an assessment and evaluation of the success of programs and services delivered during the course of this grant. This evaluation will inform our sustainability efforts and plans.	
	2.	Provide the following:	
	2.	a.	Recruitment strategy for each position. Clearly identify if the staff will be an employee, contracted staff, peer, parent partner, or other.
		b.	<p>1) Position: 1 FTE Therapist/Counselor</p> <p><input type="checkbox"/> Employee</p> <p><input checked="" type="checkbox"/> Contracted</p> <p><input type="checkbox"/> Other: _____</p> <p>Strategy:</p> <p>The Mendocino County Office of Education recently received the short-term Restart Grant through the California Department of Education, which provides counseling support to Mendocino County students and school staff impacted by the 2017 wildfires and ends in June of this year. The Restart Counselor is providing services at various school sites in four school districts and has found that the needs of students and families expand beyond the scope of the grant and include social-emotional issues from trauma, family circumstances, or other experiences that cannot be adequately resolved in the six month time frame allowed for by the grant. We plan to utilize MHSSA funds to continue the work identified and begun by the Restart Counselor, ideally by continuing to support this position and maintaining the current personnel in that position, supporting a seamless transition, established relationships with students and staff, and expanding the role's responsibilities and capacity as needed to meet the needs of the schools served.</p> <p>Expected Hiring Date: (Month/Date/Year): <u>7/1/2020</u></p>
	2) Position: 4.0 FTE direct service providers (i.e. Rehabilitation Specialist, Case Manager, Peer Support Counselor, and/or Mental Health Clinician)		

☐ Employee

☒ Contracted

☐ Other: \_\_\_\_\_

**Strategy:**

We will increase the number of service providers in total by four full-time equivalents. Of these positions, 1.3 FTE will be provided for each of the current service providers, Redwood Community Services, Tapestry Family Services, and Mendocino County Youth Project. By increasing the hours of existing service providers, we reduce the lead in time for hiring and training. To ensure that capacity is expanded in a way that best meets the needs of the community, the partnership steering committee will determine specifically which current service provider positions will be expanded once funds are secured.

Expected Hiring Date: (Month/Date/Year): \_8/1/2020\_

**3) Position: Healthy Minds Alliance AmeriCorps Member**

☐ Employee

☒ Contracted

☐ Other: \_\_\_\_\_

**Strategy:**

The steering committee will determine which behavioral health partner or school district will serve as the host site for the Americorps members. The designated host site will submit a Host Site application and budget to Health360, which handles administrative requirements for Americorps members. The host site will designate a site supervisor responsible for clear/consistent communication with Health360 and the AmeriCorps member. We will partner with Health360 to recruit an AmeriCorps member and enroll them in Instructor Training.

Expected Hiring Date: (Month/Date/Year): 09/01/2020

	3.	<p><i>Retention Strategies</i></p> <ol style="list-style-type: none"> <li>1. By leveraging current positions to expand services, we will be transitioning part-time staff to full-time with benefits.</li> <li>2. Mendocino is a unique county, and we hire local people who know the challenges and have local relationships and knowledge of existing systems.</li> <li>3. We provide professional development opportunities.</li> </ol>
	3. a.	<p><i>Training Plan</i></p> <p>The partnership ensures that all individuals providing services in schools have the knowledge, skills, and training to provide effective, trauma-informed, and comprehensive services to students and their families. Employees receive new hire, annual, and ongoing training on a variety of relevant topics including trauma-informed care, Mental Health First Aid, suicide prevention, HIPAA compliance and confidentiality, workplace safety, and workplace harassment.</p> <p>Redwood Community Services' Initial Training Packets for Case Managers and MHRs/ Care Managers are included at the end of this section, illustrating the orientation and training plans for service providers.</p>
	4.	<p><i>Describe how staff/personnel will be used. Each position should be described individually, including individuals with lived experience (peer providers/parent partners, etc.). List the activities to be performed by each position to be hired through this grant.</i></p> <p>Each of the following service provider positions support the goals, mission, and vision of the partnership through:</p> <ul style="list-style-type: none"> <li>● Outreach and engagement to students and families</li> <li>● Screening for mental health concerns and assessing student needs and strengths,</li> <li>● Brief treatment and intervention</li> <li>● Coordinating services and resources outside of the school, and help students access necessary community resources and mental health services</li> <li>● Follow-up with students, families, and community providers as needed</li> <li>● Crisis intervention as needed</li> <li>● Providing support and collateral services to teachers in responding students' mental health concerns</li> <li>● Identifying needs of family members, including other children in the house, and providing referrals and linkage to services community resources</li> <li>● Providing group mental health services to students about relevant topics (I.e. depression management, coping with loss, etc.)</li> </ul>

- Participation in school meetings related to student mental and behavioral health
- Supporting peer mentorship groups and activities

Individual job descriptions, further detailing the duties, responsibilities, and skills for each position, are included at the end of this section.

**1) Position: Rehabilitation Specialist (Redwood Community Services)**

Indicate if a peer/parent partner position: Yes ☐ No ☒

How this position will be used/Activities performed by this position:

This position is included in the service provider positions that will be expanded to increase our capacity to address mental health needs in the community. The job description is included at the end of this section.

**2) Position: Youth Worker/ Case Manager/ Support Worker (Mendocino County Youth Project)**

Indicate if a peer/parent partner position: Yes ☐ No ☒

How this position will be used/Activities performed by this position:

This position is included in the service provider positions that will be expanded to increase our capacity to address mental health needs in the community. The job description is included at the end of this section.

**3) Position: Case Manager (Redwood Community Services)**

Indicate if a peer/parent partner position: Yes ☐ No ☒

How this position will be used/Activities performed by this position:

This position is included in the service provider positions that will be expanded to increase our capacity to address mental health needs in the community. The job description is included at the end of this section.

**4) Position: Peer Support Counselor (Redwood Community Services)**

Indicate if a peer/parent partner position: Yes ☒ No ☐

How this position will be used/Activities performed by this position:



This position is included in the service provider positions that will be expanded to increase our capacity to address mental health needs in the community. The job description is included at the end of this section.

5) Position: Licensed/ Waivered Mental Health Clinician (Redwood Community Services)

Indicate if a peer/parent partner position: Yes ☐ No ☒

How this position will be used/Activities performed by this position:

This position is included in the service provider positions that will be expanded to increase our capacity to address mental health needs in the community. The job description is included at the end of this section.

6) Position: Mental Health Therapist Intern (Mendocino County Youth Project)

Indicate if a peer/parent partner position: Yes ☐ No ☒

How this position will be used/Activities performed by this position:

This position is included in the service provider positions that will be expanded to increase our capacity to address mental health needs in the community. The job description is included at the end of this section.

7) Position: Restart Counselor (Mendocino Office of Education)

Indicate if a peer/parent partner position: Yes ☐ No ☒

How this position will be used/Activities performed by this position:

The Restart Counselor's position is funded by a short-term grant that ends in June 2020. The Restart Counselor provides counseling support to Mendocino County students and school staff impacted by the 2017 wildfires. We plan to utilize MHSSA funds to continue the work identified and begun by the Restart Counselor, ideally by continuing to support this position, supporting a seamless transition, established relationships with students and staff, and expanding the role's responsibilities and capacity as needed to meet the needs of the schools served. The job description is included at the end of this section.

8) Position: Health Minds Alliance AmeriCorps Member

Indicate if a peer/parent partner position: Yes ☐ No ☒

How this position will be used/Activities performed by this position:

		<p>We will apply to host a Healthy Minds Alliance AmeriCorps Member to increase our capacity to address mental health needs in the community. AmeriCorps members serve full-time, 40 hours per week for 10 months, building capacity at their host site to address local mental health needs. The AmeriCorps member's service year focuses on implementing mental health programming empowering the community they serve by teaching skills to a broad array of individuals that improve support for people living with mental illness. AmeriCorps members also raise funds to support their service activities. The AmeriCorps member will perform the following activities:</p> <ul style="list-style-type: none"> <li>• Provide youth and family outreach</li> <li>• Link students and families with necessary mental health support and services, tutoring, and provide help navigating the school and related systems.</li> <li>• Provide Mental Health First Aid and other training (i.e. suicide prevention).</li> <li>• Facilitate support groups</li> <li>• Develop and facilitate peer mentoring groups</li> </ul>
	5.	<p>List of any other community partner collaborative entities that are involved with the proposed plan.</p> <ol style="list-style-type: none"> <li>1) Redwood Community Services</li> <li>2) Tapestry Family Services</li> <li>3) Mendocino County Youth Project</li> <li>4) Redwood Quality Management Company (contract administrator)</li> </ol>
	6.	<p>Partnership Training Plan:</p> <p>The partnership participates in training related to HIPAA, FERPA, and Medi-Cal data privacy and best practices. All personnel who have access to Medi-Cal will receive training about the confidentiality of information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Providers will train and use reasonable measures to ensure compliance with these requirements by their personnel who assist in the administration of the mental health programs and use or disclose PHI. New employees will receive privacy and security awareness training from their employer within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.</p>



	<p>The partnership will ensure that all service providers receive training in evidence-based and promising best practices for the population they are serving. These include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Cognitive Behavioral Therapy</li> <li>• Parent Child Interactive Therapy</li> <li>• Trauma-Focused Cognitive Behavioral Therapy</li> <li>• Alternatives for Families-CBT</li> <li>• Motivational Interviewing</li> <li>• Positive Parenting Program</li> <li>• Brief Strategic Family Therapy</li> <li>• Dialectical Behavioral Therapy</li> <li>• Practice Wise-MAP</li> <li>• Treatment Foster Care</li> <li>• Therapeutic Behavioral Services</li> <li>• Collaborative Problem Solving</li> <li>• Narrative Therapy</li> <li>• Interpersonal Social Skills Training</li> <li>• Signs of Safety.</li> </ul>
7.	<p>Care coordination plan with ongoing mental health providers:</p> <p>The Mendocino County Youth Project, Redwood Community Services, Redwood Quality Management Project, and Tapestry Family Services offer an array of comprehensive programs and mental health services to youth and families both on-campus and off. MHSSA funds will increase the capacity of these programs to outreach and link students and families to these services and to others.</p> <p>Each student and family served will have a plan that includes options for and a plan to access ongoing mental health services, when they are needed. The service providers in the partnership provide most of the onsite mental health services to students in Mendocino County, ensuring a seamless connection to ongoing mental health services with minimal delays and barriers. Our providers have a decades-long history of serving students and families in Mendocino County and are well-versed in the available services and referral processes for each.</p> <p>When a student (or student and family) are linked to ongoing mental health services, providers ensure continuity of care through collaboration with the new referrals and sharing information as agreed upon by the student and their authorized representative. Our organizational and technological systems support the confidential, effective sharing of information. Care coordination with mental health services includes discussion of student and family-identified needs and goals, mental health symptoms and diagnoses, treatment recommendations, academic and other functional needs, risks or potential barriers to meeting goals, and a discussion of roles and how each person providing</p>

		formal or informal supports plays a role in supporting the student. Care coordination also ensures that families are given referrals for necessary service and support and that barriers to access are addressed.
		<p>How access to protected health information (PHI) will be ensured:</p> <p>The Partnership hinges on the support and administration from the Mendocino County Behavioral Health and Recovery Services (BHRS) department. This crucial role as the hub of the partnership means that all the partners have a common understanding of the expectations and policies surrounding their services. With respect to PHI, each provider has signed on to meet or exceed the data requirements outlined in their service contract. Because these requirements are outlined by BHRS, the providers work toward common goals and with a common set of definitions and policies.</p> <p>The Mendocino County BHRS Multi Agency Authorization for Release of Information Form is included at the end of this section.</p>
	8.	<p>Describe how data will be shared between partners and the steps to be taken to protect the data:</p> <p>All partnership members and behavioral health service providers receive training about maintaining confidentiality, HIPAA, and FERPA. All partners adhere to applicable regulations and best practices related to protected health information and education records and the overlap of the two. No one without authorization can access students' confidential information. All personnel who have access to Medi-Cal will receive training about the confidentiality of information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Providers will</p> <p>a. train and use reasonable measures to ensure compliance with these requirements by their personnel who assist in the administration of the mental health programs and use or disclose PHI.</p> <p>The partnership will maintain confidential data related to service recipients. The electronic health records utilized by all of the behavioral health providers in the partnership is Exym, a cloud-based service with Electronic Data Interchange capabilities. This enables easier data sharing about individuals served, coverage, and outcomes related to student well-being.</p> <p>The partnership will continue to receive data from schools and school districts related to student data, including demographics, chronic absenteeism, discipline, truancy, and graduation and dropout rates. Data is shared and reviewed in an ongoing way and during MHSSA Community of Practice meetings.</p>

			The HIPAA and Privacy Agreements between Mendocino County BHRS and community service providers is a standardized document that ensures consistent policies and practices. An example agreement is included at the end of this section.
			An assessment of any risks, challenges, or barriers to program implementation. Stating that there are no risks, challenges, or barriers is not an acceptable response and may be grounds for disqualification as it implies an assessment was not performed.
			State each risk, challenge, or barrier and describe how each will be addressed to minimize the impact on program success
			<p><b>1) Risk:</b></p> <p>Recruiting efforts will fail to find the number and quality of school-based counselors to meet the service demands from students and families or existing providers will not be able to fulfill the service expansion required by the program plan. Recruiting qualified mental health staff is an on-going challenge in Mendocino County. Recruiting out of county is difficult due to a confluence of factors, including housing shortages, low wages, geographic isolation and lack of a local four-year university. There are few opportunities to advance within small agencies.</p> <p><b>How will risk be addressed:</b></p> <p>This hiring risk will be mitigated through three parts. Part 1 is expanded use of existing staff. Part 2 is a Partnership-wide sharing of recruiting information. Part 3 is building an internal pipeline of talent to fill these roles.</p> <p><b>a.</b></p> <p>Part 1: To the degree possible, the Partnership will utilize current staff in part-time positions. When possible, the hours for these staff will be expanded to full-time. Existing staff have already obtained housing, and while they may be impacted by current shortages, they are less likely to cite housing as a barrier to accepting a position within the county. Additionally, existing staff already have a rapport with the students, teachers, and other professionals at the school sites where they work. They are valuable support personnel that the students and staff already trust.</p> <p>Part 2: The Partnership Steering Committee will discuss recruiting and hiring trends ahead of each academic year. This important topic will be incorporated into one of the established Partnership meetings. This Partnership will have representatives from Mendocino County, the school districts, and service providers, offering a unique ability to share hiring data and trends, successful recruiting strategies, and new ideas to improve successful hiring.</p> <p>Part 3: The program structure utilizes case management and group sessions that may be provided by unlicensed or paraprofessional staff, including registered or waived mental health professionals or mental health rehabilitation specialists who receive supervision and mentorship from their employers. Investing in these</p>

			employees will create a pipeline for experienced providers that leads to a more skilled workforce over time.
			<b>2) Risk:</b>  Staff turnover will impede the gains in access and positive therapeutic outcomes because program beneficiaries will have to adjust to new personnel.  <b>How will risk be addressed:</b>  As with most direct service programs, high staff turnover can have a severe negative impact on the program participants. A key mitigating tactic is to increase the hours of existing staff. Current, part-time staff provide stable, familiar, and reliable services to the community. By increasing their roles within the framework of school-based services, the Partnership can decrease the number of staff that are underemployed and decrease the possibility that staff leave to find full-time positions elsewhere.  Direct staff will also receive supervision and mentorship to aid in professional development and job satisfaction. This mentorship of staff will create a pipeline within the service providers that leads to a more skilled workforce over time.
			<b>3) Risk:</b>  Lack of reliable public transportation prevents access to services by families that lack their own transportation.  <b>How will risk be addressed:</b>  Mendocino County does not provide robust public transportation, due in large part to the small population and the rural geography. The program is designed to expand current on-campus services. Public schools provide transportation to students, when needed, and are a way to deliver services on-site.  However, this school-based approach is not the only part of the program to address transportation needs. The Partnership brings together county offices, school districts, and community-based providers in an effort to identify and provide the services where they are needed. The service providers have existing service contracts, many of which are designed to extend beyond the population centers in Ukiah, Fort Bragg and Willits. The program is designed to create referrals to these additional services, and utilizes the experience of the providers to reach the populations where the services are needed.

		<p><b>4) Risk:</b></p> <p>Factors outside the scope of this proposal, especially poverty, prevent children and families from fully benefiting from the school-based services provided through this grant.</p> <p><b>How will risk be addressed:</b></p> <p>The Partnership's approach includes whole family care as one of the main design elements. We understand that the experiences of students, including mental health needs and issues, are informed by their surroundings (ie. family, school, peers, etc). To address these issues, service providers must attend to more than just the child and expand their scope of services to the family and school community. We provide students and families with strategies to improve relationships, communication, and coping skills, and help guide families through the counseling process.</p> <p>This program blends the critical work provided at multiple levels by members of the partnership. The program design places direct service workers at the partner agencies, allowing those workers to access and provide referrals to other programs run by the providers. Several of those programs address adverse child and family conditions such as poverty, mental health and addiction, and isolation. By tapping into the full array of provider services aimed at addressing the needs of the whole family, this program maximizes the potential for success of identified services.</p>
		<p><b>5) Risk:</b></p> <p>N/A only identified 4 risks</p> <p><b>How will risk be addressed:</b></p>

## **Attachment 7: Program Implementation Plan - Plan Timeline**

## **Attachment 6 Supplemental Documents**

- **Training Plans**
- **Job Descriptions**
- **BHRS Multiagency Authorization of Release**
- **HIPAA Compliance and Privacy Agreement**



## Training Plans



## Redwood Community Services

### Mental Health Rehab Specialist (MHRS) / Care Manager (CM)

#### Initial Training Packet

Required training for all MHRS/CM employees.

**All instructor-led, field, and online trainings must be completed within 30-days from being hired.**

The initial training requirement is 60 hours. The yearly training requirement is 20 hours. The initial trainings provided allow for time to ask and clarify any questions during the initial training period.

Employee Name: \_\_\_\_\_

Trainings will continue onto the next page.

Required Online Trainings	Complete Within:
COA Introduction	30 Days from Hire
RCS Employee Manual	30 Days from Hire
Welcome to Relias	30 Days from Hire
HIPAA Privacy	30 Days from Hire & Yearly
Groundwork for Multicultural Care	30 Days from Hire & Yearly
Defensive Driving	30 Days from Hire & Yearly
Boundaries and Dual Relationships for Paraprofessionals	30 Days from Hire & Yearly
Sexual Harassment Prevention for Employees	30 Days from Hire & Yearly
Identifying and Preventing Child Abuse and Neglect	30 Days from Hire & Every 2 Years
Medication Management for Children's Services Paraprofessionals	30 Days from Hire & Yearly
Calming Children in Crisis	30 Days from Hire
Individual Behavior Change: Part 1 – Understanding Behavior	30 Days from Hire
Individual Behavior Change: Part 2 – Behavior Change Planning	30 Days from Hire
Health and Safety for Children's Services Paraprofessionals	30 Days from Hire
Bloodborne Pathogens	30 Days from Hire & Every 2 Years
Fire Safety	30 Days from Hire & Every 2 Years
Positive Behavior Support for Children	30 Days from Hire
Externalizing and Disruptive Behaviors in Children and Adolescents	30 Days from Hire

Required Instructor-Led Trainings	Complete Within:
PRO-ACT Crisis Communication (Day 1 and Day 2)	30 Days from Hire & Yearly
CPR/AED/First Aid for Adult, Child, and Infant	30 Days from Hire & Every 2 Years
Basic Water Safety	30 Days from Hire & Every 3 Years
Collaborative Problem Solving	30 Days from Hire

Required Field Trainings	Complete Within:
General Facility Training	30 Days from Hire
Field Training Hours	30 Days from Hire

***Upon completion of the field trainings, it is the responsibility of the employee to do the following:***

1. Make copies of this entire packet, which is kept by the employee.
2. Send the original packet via inter-office mail to the Training Department at the Administration Office in Ukiah, located at 631 S. Orchard Ave.

***It is the responsibility of the employee to notify their supervisor or the Training Department if there are any other training questions.***

## Training Categories

Redwood Community Services provides several categories of trainings to all employees. The training department is a portal to access any relevant webinars and community trainings.

Categories:	Details and Examples:	Documentation:
<b>Relias Online Learning Management System</b>	<ul style="list-style-type: none"> <li>➤ Customized training website developed specifically for RCS needs and requirements</li> <li>➤ Houses and records all staff's training requirements both initial and annual</li> <li>➤ Must pass each training exam and evaluation prior to receiving credit for completed trainings</li> </ul>	<ul style="list-style-type: none"> <li>➤ All trainings are electronically documented on Relias</li> <li>➤ No further documentation is required</li> </ul>
<b>Instructor-Led Trainings</b>	<ul style="list-style-type: none"> <li>➤ RCS trainers provide trainings in-house for all employees</li> <li>➤ All employees must register through the training department to attend any instructor-led trainings</li> <li>➤ Employees must participate in the trainings to receive credit/certification</li> </ul>	<ul style="list-style-type: none"> <li>➤ Sign the attendance sheet</li> <li>➤ Complete an evaluation</li> <li>➤ The instructor will turn in the documentation to the training department</li> </ul>
<b>Field Trainings</b>	<ul style="list-style-type: none"> <li>➤ Job position and facility specific trainings</li> <li>➤ Conducted by an appointed team member from your facility or your direct supervisor</li> <li>➤ Facility site trainings that will familiarize you with your daily tasks, responsibilities, and rules of the facility</li> </ul>	<ul style="list-style-type: none"> <li>➤ Sign the attendance sheet</li> <li>➤ Complete an evaluation</li> <li>➤ Turn in documentation to the training department</li> </ul>
<b>Webinar and Community Trainings</b>	<ul style="list-style-type: none"> <li>➤ The training department will send out emails providing information for both community trainings and webinars</li> <li>➤ Always confirm with your supervisor prior to attending a community training or webinar</li> </ul>	<ul style="list-style-type: none"> <li>➤ Fill in and sign an attendance sheet</li> <li>➤ Complete an evaluation</li> <li>➤ Provide a copy of the agenda, flyer, or the curriculum</li> <li>➤ Turn in the documentation to the training department</li> </ul>

## RELIAS || LEARNING

### Relias Login:

To log onto Relias, you will need to go to the following website:

<https://redwoodcommunityservices.org/myrcs>

Scroll down the screen until you see the Relias Icon. Select the Icon and it will direct you to the Relias Learning login page. A login box will appear where you will enter in your username and password.

**Username Example:** smithjo (John Smith; last name and first two initials of your first name will be your username.)

**Temporary Password:** rcs4kids

You will immediately have to change your password and set up security questions. Once it is changed, you will have you log in using your new password that you created. It is beneficial to email yourself your Relias username and password, so it never gets lost.

### Relias CEU's:

- Relias provides Continuing Education Units that are designed for several different degrees. They have some courses that are BBS approved
  - Many of the 500+ courses available have continuing education credits
  - You may print your own CEU certificates for license/certificate renewal purposes

### Relias Connect:

- Relias Connect is an online help portal. While in Connect, users can: share ideas, ask questions, start discussions, or contact Relias Support
- To access Connect, select the Connect icon on the left side of the screen while logged in your Relias account

### Potential Issues with Relias Functioning:

- Web browser must be Google Chrome or Safari
- Pop up blockers and JavaScript must be enabled
- Adobe Flash must be version 7 or higher
- Adobe Reader must be version 9 or higher



## Training Attendance Sheet

Evaluations are Required to be Completed

**Date:** \_\_\_\_\_ **Location:** \_\_\_\_\_

**Start Time:** \_\_\_\_\_ **End Time:** \_\_\_\_\_ **Total Time: 8 hrs**

**Training Title:** General Facility Training

**Objectives:** \_\_\_\_\_

**Trainer(s) Name(s):** \_\_\_\_\_ **Trainer(s) Signature(s):** \_\_\_\_\_

**Attendee Name:** (please print clearly) **Initials:** **Staff (title), PRFN, RFN, Community** **RCS Program Name**

1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

### Complete Trainer Information:

**Curriculum Development Time (hrs./min):** \_\_\_\_\_ **Travel Time:** \_\_\_\_\_ **Travel Miles:** \_\_\_\_\_

**\*Prep Time (hrs./min):** \_\_\_\_\_ **Additional Training Cost (send receipt to finance): \$** \_\_\_\_\_

*\*Prep time includes: shopping, printing, set-up/clean-up, post-training paperwork.*

Training Department Use Only (Initial what you complete):							
Curriculum:	Relias	Binder	Attached	Entered in Relias:	Yes	N/A	Date:
Title IVE Approved Training:	Yes	No		Eval's Received:	Yes	No	Date:
Sent to Recruitment:	Yes	N/A	Date:	Summary Complete:	Yes	N/A	Date:
Sign-In Sheet Sent to Finance:	Yes	N/A	Date:	Quizzes Received:	Yes	N/A	Date:
Copies sent to QA:	Yes	N/A	Date:	Missing Items:	Yes	No	
Scanned and E-File Made:	Yes	N/A	Date:	Missing Items Letter Sent:	Yes	N/A	Date:
Certificates Made:	Yes	N/A	Date:	Certificates Sent:	Yes	N/A	Date:

## Training Evaluation

Date:

Trainer(s):

Training Title: General Facility Training

Please rate the following statements on a scale of 1-5:	Strongly Disagree 1	Disagree (poor) 2	Okay (good) 3	Agree (great) 4	Strongly Agree 5
Overall this training was useful to my position.					
The room was adequate for this training.					
Training materials provided were relevant and helpful.					
The trainer was prepared and organized.					
The trainer presented the curriculum in a matter that was easy to understand.					
I would recommend this training to other groups.					
I was always treated with respect and dignity by the trainer.					
The training curriculum was culturally competent.					
The trainer was culturally conscious.					
Overall this training was:					

<b>Please answer the following questions:</b>
The best thing about this training was:
The most valuable piece of information I gained from this training was:
Is there anything you would change about this training:
Please list any additional comments:





## MHRS/CM Field Training Hours

8 Hours Required

Employee Name: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Services Observed (Dates and Times):

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Describe the Supervision of the Youth:

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Describe any Problems that Arose:

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Employee Notes and Feedback of Field Hours:

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Supervisor Notes and Feedback of Field Hours:

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*I have received and understood the field trainings provided to me. I believe this training to be adequate and my questions were addressed. It is my responsibility to ask questions if I am unsure about any procedure.*

Employee Signature: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

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

## Job Descriptions

**Redwood Community Services, Inc.**  
**Job Description**

**Job Title:** Rehabilitation Specialist  
**Department:** Behavioral Health Services  
**Reports To:** Director or MC Program Manager/Clinical Director  
**FLSA Status:** Non-Exempt  
**Prepared By:** Administrative Director  
**Approved By:** Clinical Director

**Summary** Assists in providing self-care/behavior training and leading rehabilitative groups for children and youth as required by each individual's client plan; one-on-one behavioral support by performing the following duties.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

Demonstrates activities that address the purpose of the Rehabilitative group and individual client plan.

Follows the State Mental Health and County Mental Health guidelines for any service being provided.

Provide authorized services only, unless directed by the Clinical Director to provide additional unauthorized serviced

Converses with clients to reinforce positive behaviors and to promote social interaction.

Serves meals and eats with clients to act as role model as it may apply to rehabilitative or behavior plan.

Accompanies clients on shopping trips and instructs and counsels clients in purchase of personal items as it may apply to rehabilitative or behavior plan.

Leads therapeutic activities, such as physical exercises, occupational arts and crafts, and recreational games, with clients.

Assess the risk of clients; prevent injury to themselves and others.

Observes and documents client behaviors, to facilitate assessment and development of treatment goals.

Documents in DAP format in each client chart on Progress Note and Daily Service Log.

Complies with HIPPA guidelines as outlined in the ongoing employee trainings.

Submits corrected notes or information with in twenty four hours of the notification of errors.

Completes progress notes and reports and logs according to stated mental health policy and procedures. Self audits record before submitting to the billing or QA person.

Other duties as assigned...

### **Supervisory Responsibilities**

This job has no supervisory responsibilities.

### **Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

**Analytical** - Synthesizes complex or diverse information; Uses intuition and experience to complement data.

**Design** - Generates creative solutions; Uses feedback to modify designs; Demonstrates attention to detail.

**Problem Solving** - Identifies and resolves problems in a timely manner; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

**Project Management** - Develops project plans; Communicates changes and progress.

**Technical Skills** - Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

**Interpersonal Skills** - **Maintains confidentiality**; Keeps emotions under control; Remains open to others' ideas and tries new things.

**Oral Communication** - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Demonstrates group presentation skills; Participates in meetings.

**Written Communication** - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Able to read and interpret written information.

**Teamwork** - Contributes to building a positive team spirit; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

**Change Management** - Develops workable implementation plans; Builds commitment and overcomes resistance.

**Leadership** - Inspires and motivates others to perform well; Gives appropriate recognition to others.

**Quality Management** - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

**Cost Consciousness** - Works within approved budget.

**Diversity** - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; Educates others on the value of diversity; Promotes a harassment-free environment.

**Ethics** - Treats people with respect; Works with integrity and ethically; Upholds organizational values.

**Organizational Support** - Follows policies and procedures; Supports organization's goals and values.

**Strategic Thinking** - Adapts strategy to changing conditions.

**Judgment** - Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process.

**Motivation** - Demonstrates persistence and overcomes obstacles.

**Planning/Organizing** - Prioritizes and plans work activities; Uses time efficiently; Develops realistic action plans.

**Professionalism** - Approaches others in a tactful manner; Reacts well under pressure; Accepts responsibility for own actions; Follows through on commitments.

**Quality** - Looks for ways to improve and promote quality; Applies feedback to improve performance.

**Quantity** - Completes work in timely manner.

**Safety and Security** - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

**Adaptability** - Manages competing demands; Able to deal with frequent change, delays, or unexpected events.

**Attendance/Punctuality** - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

**Dependability** - Follows instructions, responds to management direction; Completes tasks on time or notifies appropriate person with an alternate plan.

**Initiative** - Undertakes self-development activities; Takes independent actions and calculated risks; Asks for and offers help when needed.

**Innovation** - Displays original thinking and creativity; Generates suggestions for improving work.

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and/or Experience**

1. Associate's degree (A. A.) or from two-year college; with six years related experience and in a direct therapeutic service.
2. Bachelor's degree (B.A.) from a 4-year college; with four years related experience/or training in a direct therapeutic service; or equivalent combination of education and experience.
3. Master's degree (M.A.); with 2 years related experience/or training in a direct therapeutic service; or equivalent combination of education and experience.5

#### **Language Skills**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of clients or employees of organization.

#### **Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

#### **Reasoning Ability**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several variables.

#### **Computer Skills**

This position may require use of a word processing program or data base program

#### **Certificates, Licenses, Registrations**

Ca. Drivers License, CPR & First Aid, Clear DMV, DOJ and Child Abuse Index

#### **Other Skills and Abilities**

Skill working with SED Children.

#### **Other Qualifications**

Must be able to use own vehicle and travel to multiple locations. Will be required to have a TB test and Physical upon hire. Will be required to report (as a mandated reporter) any suspected incidents of abuse or neglect.

**Physical Demands** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to use hands and fingers, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk and sit. The employee is occasionally required to

stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate and occasionally loud (voices not machinery).

**RCS is an "At-Will" Employer.** You may resign at any time, with or without cause and without prior notice, and the employer reserves the same right to terminate my employment at any time, with or without cause and without prior notice except as may be required by law. This job description does not constitute an agreement or contract for employment for any specified length of time. No supervisor or representative is authorized to make assurances to the contrary.

**I have read the description of the position for which I am hired. I will notify my employer if there is a duty, responsibility, ability, skill, qualification or physical demand that I am not able to meet.**

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Employee Signature

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Date



**Redwood Community Services, Inc.**  
**Job Description**

**Job Title:** Case Manager  
**Department:** FFA/ITFC/CARE  
**Reports To:** Program Supervisor  
**FLSA Status:** Non-Exempt  
**Prepared By:** Human Resources

**Summary** Aids foster parents with child rearing problems and children and youth with difficulties in social adjustments by performing the following duties.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

Assists with therapeutic interventions and activities.

Facilitates child and foster parent to connect with community resources according to needs of child.

Assists with evaluating foster home environmental factors and personal characteristics to determine suitability.

Assists in maintaining clients and their well-being in foster homes.

Facilitates in conjunction with case managers to strategize with children and foster parents, concerning adjustment to foster home situation, plans for child's care, interaction & behavior modifications needed, or rehabilitation.

Completes at *least* the ITFC program guidelines for training hours and in-home support.

Assists with coordination for respite for foster parent.

Maintains accurate, dated and signed case history records and reports following all policies and procedure.

Supervises natural parent or sibling visits when needed.

Communicates daily with the Program Supervisor and other Case Managers. Follows up on concerns reported or missing paperwork.

Assists with transportation of foster child when necessary.

May be required to be "on-call" nights & weekends.

Be available one time per year for RCS Camp. This may require sleeping overnight for up to 4 nights according to the camp location or assigned duties.

**Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

**Analytical** - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data.

**Problem Solving** - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

**Technical Skills** - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

**Customer Service** - Manages difficult or emotional customer situations; Responds to requests for service and assistance; Meets commitments.

**Interpersonal Skills** - Focuses on solving conflict, not blaming; Maintains confidentiality; Keeps emotions under control.

**Oral Communication** - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Participates in meetings.

**Written Communication** - Writes clearly and informatively; Varies writing style to meet needs; Able to read and interpret written information.

**Teamwork** - Exhibits objectivity and openness to others' views; Contributes to building a positive team spirit; Supports everyone's efforts to succeed.

**Change Management** - Develops workable implementation plans; Communicates changes effectively; Monitors transition and evaluates results.

**Diversity** - Shows respect and sensitivity for cultural differences; promotes a harassment-free environment.

**Ethics** - Treats people with respect; Keeps commitments; Works with integrity and ethically.

**Organizational Support** - Follows policies and procedures; Supports organization's goals and values.

**Judgment** - Displays willingness to make decisions; Includes appropriate people in decision-making process.

**Planning/Organizing** - Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources.

**Professionalism** - Approaches others in a tactful manner; Treats others with respect and consideration regardless of their status or position.

**Safety and Security** - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

**Attendance/Punctuality** - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

**Dependability** - Follows instructions, responds to management direction; Takes responsibility for own actions; Commits to long hours of work when necessary to reach goals.

**Initiative** - Seeks increased responsibilities; Asks for and offers help when needed.

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **Education and/or Experience**

Must be BBS licensed or Intern, MFT Intern, ASW MA 2 years' experience in child welfare preferred.

#### **Language Skills**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Bilingual preferred but not required.

#### **Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

#### **Reasoning Ability**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

#### **Computer Skills**

To perform this job successfully, an individual should have knowledge of Word Processing software, email & internet communication.

#### **Certificates, Licenses, Registrations**

Current Driver's License and clean DMV Print Out, CPR and First Aid Certification. Water Safety certification, Pro-ACT certification. Must be able to pass a Dept. of Justice background check including Child Abuse Index and FBI Clearance. Show proof of identity and legal authority to work in the USA. Must have valid transportation to and from work and be able to use personal vehicle if needed to transport clients if needed. Must show proof of vehicle insurance & vehicle inspection for personal vehicle.

**Physical Demands** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to stand; walk; sit; use hands to finger, handle, or feel and talk or hear. The employee is occasionally required to reach with hands and arms. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision and ability to adjust focus. Employee must be able to drive during day and evening for up to two hours at a time.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is occasionally exposed to wet and/or humid conditions. The noise level in the work environment is usually moderate.

**RCS is an "At-Will" Employer.** You may resign at any time, with or without cause and without prior notice, and the employer reserves the same right to terminate my employment at any time, with or without cause and without prior notice except as may be required by law. This job description does not constitute an agreement or contract for employment for any specified length of time. No supervisor or representative is authorized to make assurances to the contrary.

**I have read the description of the position for which I am hired. I will notify my employer if there is a duty, responsibility, ability, skill, qualification or physical demand that I am not able to meet.**

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

**Redwood Community Services, Inc.**  
**Job Description**

<b>Job Title:</b>	Peer Support Counselor
<b>Department:</b>	Drop in Centers
<b>Reports To:</b>	Program Manager
<b>FLSA Status:</b>	Non-Exempt
<b>Prepared By:</b>	Administrative Department
<b>Approved By:</b>	Administrative Director

**Summary** Assist with maintaining a welcoming atmosphere by inviting and including all TAY in planned activities. Assist with training other peer support counselors and support the social, behavioral, educational and vocational guidance of transition age youth.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

Assists with facilitating TAY group discussions and focus groups.

Follows procedures and techniques to improve quality of service for all youth.

Mentors individuals relative to personal and social problems, and educational and vocational objectives.

Assist with the maintenance of library for use by TAY, Peer Counselors and Board.

Maintains current copies of housing, job, Medi-Cal, and other relevant applications.

Maintains and organizes all site bulletin boards with pertinent and relevant information on housing, educational opportunities, local resources, etc.

Assists with data collection and input as needed.

Maintains organization of clothing closet.

Answers phones, greets youth at the door, and assists in basic office tasks as needed.

Actively engages with youth, establishing positive rapport with proper professional boundaries.

Assists in closing duties for the site.

Plan or assist with the coordination of food available on site. Assist in kitchen duties.

Maintains a dynamic, positive outlook in public about the program and clients.

Find opportunities for talented TAY to use their gifts.

Assist with promotion of events .

Returns phone calls from and provide referral assistance to resources available.

Keep a safe place for all i.e. no drug dealing, verbal or physical harassment, thievery, violence or name-calling.

Demonstrate problem solving and dealing with conflict among youth in a calm and non-intrusive manner.

Demonstrates initiative and adaptability.

**Other Duties:**

Prepares meals and cleans up as needed for client care.

Prepares and submits requisition for needed supplies.

Provide clerical support such as answering phones, filing, scheduling and purchasing supplies.

**Supervisory Responsibilities**

This job has no supervisory responsibilities.

**Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

**Analytical** - Synthesizes complex or diverse information; Uses intuition and experience to complement data.

**Problem Solving** - Identifies and resolves problems in a timely manner; Develops alternative solutions; Works well in group problem solving situations; Uses tact and reason even when dealing with emotional topics.

**Project Management** - Develops project plans; Coordinates activities.

**Technical Skills** - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

**Interpersonal Skills** - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

**Oral Communication** - Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

**Written Communication** - Writes clearly and informatively; Varies writing style to meet needs; Able to read and interpret written information.

**Teamwork** - Balances team and individual responsibilities; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Supports everyone's efforts to succeed.

**Cost Consciousness** - Works within approved budget; Conserves organizational resources.

**Diversity** - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; educates others on the value of diversity; promotes a harassment-free environment.

**Ethics** - Treats people with respect; Keeps commitments; Works with integrity and ethically; Upholds organizational values.

**Organizational Support** - Follows policies and procedures; Completes administrative tasks correctly and on time; supports organization's goals and values.

**Judgement** - Exhibits sound and accurate judgment; Includes appropriate people in decision-making process; Makes timely decisions.

**Motivation** - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles.

**Planning/Organizing** - Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Develops realistic action plans.

**Professionalism** - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position.

**Quality** - Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

**Quantity** - Meets productivity standards; Completes work in timely manner.

**Safety and Security** - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

**Adaptability** - Manages competing demands; Changes approach or method to best fit the situation.

**Attendance/Punctuality** - Is consistently at work and on time; Arrives at meetings and appointments on time.

**Dependability** - Follows instructions, responds to management direction; Takes responsibility for own actions; Completes tasks on time or notifies appropriate person with an alternate plan.

**Initiative** - Undertakes self-development activities; seeks increased responsibilities; Asks for and offers help when needed.

**Innovation** - Meets challenges with resourcefulness; Develops innovative approaches and ideas.

## **Qualifications**



To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **Education and/or Experience**

AA degree with six months experience or High school diploma or general education degree (GED); and a minimum of two years related experience and/or training; or equivalent combination of education and experience.

#### **Language Skills**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write reports and correspondence. Ability to speak effectively before groups of clients or employees. Bilingual preferred but not required.

#### **Mathematical Skills**

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

#### **Reasoning Ability**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

#### **Computer Skills**

To perform this job successfully, an individual should have knowledge of Internet software and Word Processing software.

#### **Certificates, Licenses, Registrations**

CPR/First Aid certification, Prefer Water Safety Training. Valid CA drivers' license, clear DMV record. Show proof of identity to work in the U.S.

#### **Other Skills and Abilities**

Experience working with at-risk youth or SED clients. Light maintenance, housekeeping and mechanical ability. Experience or ability to write progress notes following County and State guidelines.

#### **Other Qualifications**

Must be able to travel during both day and evening hours. Must be able to use personal vehicle. Show proof of vehicle insurance and registration. Must pass fingerprint background through DOJ, FBI, CAC, pre-employment physical & TB before hire.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to stand and talk or hear. The employee is frequently required to walk; sit; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to climb or balance and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly exposed to outside weather conditions. The employee is occasionally exposed to moving mechanical parts and high, precarious places. The noise level in the work environment is usually moderate.

**RCS is an "At-Will" Employer.** You may resign at any time, with or without cause and without prior notice, and the employer reserves the right to terminate my employment at any time, with or without cause and without prior notice except as may be required by law. This job description does not constitute an agreement or contract for employment for any specified length of time. No supervisor or representative is authorized to make assurances to the contrary.

**I have read the description for which I am hired. I will notify my supervisor if there is a duty, responsibility, ability, skill, qualification or physical demand that I am not able to meet.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Redwood Community Services, Inc.**  
**Job Description**

**Job Title:** Licensed/ Waivered Mental Health Clinician  
**Department:** Behavioral Health Services  
**Reports To:** Clinical Director and/or Clinical Supervisor Assessor  
**FLSA Status:** Non-Exempt  
**Prepared By:** Administrative Department

**Summary** Performs professional level counseling services including managing cases, initiating crisis management, and conducting therapy sessions.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned. (All responsibilities may not be performed by all incumbents.)

Performs counseling and psychotherapy functions including answering crisis calls; talking with patients, one on one, identifying problems and assisting patients in reaching goals; conducting evaluations and assessments; providing ongoing supportive therapy; conducting group therapy sessions; presenting findings; and intervening during patient crisis.

Interviews and evaluates client for admittance; determines if client has potential to harm self or others, as assigned.

Follows the State Mental Health and County Mental Health guidelines for any service being provided.

Provides authorized services only, unless directed by the Clinical Director or supervisor to provide additional unauthorized serviced.

Participates in treatment team, staff and professional meetings to discuss client progress.

Completes progress notes and reports and logs according to stated mental health policy and procedures. Self-audits record before submitting to the billing or QA person.

Prepares progress notes, charts, monthly reviews and closing and/or transfer summaries on clients.

Documents in DAP format in each client chart on Progress Note and Daily Service Log.

Submits corrected notes or information with in twenty four hours of the notification of errors. Researches and corrects errors.

Monitors self for productivity/work flow and resolves problems to ensure deadlines are met.

Maintains and provides safe environment for clients and staff.

Converses with clients to reinforce positive behaviors and to promote social interaction as needed.

Maintains positive and business professionalism at all times and helps to resolve problems by being part of the solution and not the problem.

Serves meals and eats with clients to act as role model as it may apply to treatment plan.

Initiates, coordinates and manages special programs as assigned.

Serves as liaison and consultant with schools, organizations, parents, children, etc. on issues concerning clients; may serve on committees, boards, etc., and participate in community activities/organizations relevant to client needs.

Maintains and upgrades knowledge, skills, and development by attending seminars, meetings and training programs and reading trade and professional journals and publications.

Enters and retrieves information from a computer; uses the computer system to retrieve or print out a variety of daily, monthly and yearly reports.

Disseminates a variety of information to various agencies, divisions, or departments via telephone, employee meetings, mail or fax as needed for client support.

May serve as backup for other positions within the department.

Accompanies clients on shopping trips and instructs and counsels clients in purchase of personal items as it may apply client treatment plan.

Leads therapeutic activities, such as physical exercises, occupational arts and crafts, and recreational games, with clients as indicated or necessary to client's treatment plan.

Assess the risk of clients to prevent injury to themselves and others, as need or after an incident report.

Observes and documents client's progress, to facilitate assessment and development of treatment goals as assigned.

Complies with HIPPA guidelines as outlined in the ongoing employee trainings.

Performs other related duties as assigned.

**Supervisory Responsibilities**

This job has no supervisory responsibilities.

**Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

Analytical - Synthesizes complex or diverse information; Uses intuition and experience to complement data.

Design - Generates creative solutions; Uses feedback to modify designs; Demonstrates attention to detail.

Problem Solving - Identifies and resolves problems in a timely manner; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

Project Management - Develops project plans; Communicates changes and progress.

**Technical Skills** - Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

**Interpersonal Skills** - **Maintains confidentiality**; Keeps emotions under control; Remains open to others' ideas and tries new things.

**Oral Communication** - Speaks clearly and persuasively in positive or negative situations; listens and gets clarification; Demonstrates group presentation skills; Participates in meetings.

**Written Communication** - Writes clearly and informatively; edits work for spelling and grammar; Varies writing style to meet needs; Able to read and interpret written information.

**Teamwork** - Contributes to building a positive team spirit; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

**Change Management** - Develops workable implementation plans; Builds commitment and overcomes resistance.

**Leadership** - Inspires and motivates others to perform well; Gives appropriate recognition to others.

**Quality Management** - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

**Cost Consciousness** - Works within approved budget.

**Diversity** - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; Educates others on the value of diversity; Promotes a harassment-free environment.

**Ethics** - Treats people with respect; Works with integrity and ethically; Upholds organizational values.

**Organizational Support** - Follows policies and procedures; Supports organization's goals and values.

**Strategic Thinking** - Adapts strategy to changing conditions.

**Judgment** - Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process.

**Motivation** - Demonstrates persistence and overcomes obstacles.

**Planning/Organizing** - Prioritizes and plans work activities; Uses time efficiently; Develops realistic action plans.

**Professionalism** - Approaches others in a tactful manner; Reacts well under pressure; Accepts responsibility for own actions; Follows through on commitments.

**Quality** - Looks for ways to improve and promote quality; Applies feedback to improve performance.

**Quantity** - Completes work in timely manner.

**Safety and Security** - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

**Adaptability** - Manages competing demands; Able to deal with frequent change, delays, or unexpected events.

**Attendance/Punctuality** - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

**Dependability** - Follows instructions, responds to management direction; Completes tasks on time or notifies appropriate person with an alternate plan.

**Initiative** - Undertakes self-development activities; Takes independent actions and calculated risks; Asks for and offers help when needed.

**Innovation** - Displays original thinking and creativity; Generates suggestions for improving work.

### **Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Education and/or Experience**

Master's degree from an accredited college or university in Social Work, Psychology or related field; and, One to two years of progressively responsible experience; or,  
A combination of education, training and experience that provides the required knowledge, skills, and abilities to perform the essential functions of the job.

Licenses and Certifications:

- Marriage and Family Therapist Intern (or)
- Associate Clinical Social Worker and
- Current registration with Board of Behavioral Sciences (or)
- Fully eligible for registration with Board of Behavioral Sciences (or)
- An intern in a PhD. or Psy D. Program accredited by the American Psychological Association (APA) or Western Association of Schools and Colleges, which would, upon successful completion, lead to licensure by the California Board of Psychology.

### **Language Skills**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of clients or employees of organization. Bilingual preferred, but not required.

### **Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

### **Reasoning Ability**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several variables.

#### **Computer Skills**

This position may require use of a word processing program or data base program

#### **Certificates, Licenses, Registrations**

CPR & First Aid certification, clear DMV record, valid CA drivers' license. Proof of identity to work in the U.S.

#### **Other Skills and Abilities**

Skill working with SED Children.

#### **Other Qualifications**

Must be able to use own vehicle and travel to multiple locations. Must show proof of vehicle insurance and registration. Must pass fingerprint background through DOJ, FBI, CAC, pre-employment physical & TB before hire.

#### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to use hands and fingers, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk and sit. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

#### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate and occasionally loud (voices not machinery). Work is performed in a mental health facility, school campuses, and various buildings and in patient homes, exposing the employee to people who have the potential to be violent and verbally abuse or may have contagious diseases. The incumbent's working conditions are typically moderately loud.

This job description should not be interpreted as all inclusive. It is intended to identify the essential functions and requirements of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act



(ADA). Reasonable accommodation for the specific disability will be made for the incumbent / applicant when possible.

**RCS is an "At-Will" Employer.** You may resign at any time, with or without cause and without prior notice, and the employer reserves the same right to terminate my employment at any time, with or without cause and without prior notice except as may be required by law. This job description does not constitute an agreement or contract for employment for any specified length of time. No supervisor or representative is authorized to make assurances to the contrary.

**I have read the description of the position for which I am hired. I will notify my employer if there is a duty, responsibility, ability, skill, qualification or physical demand that I am not able to meet.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



MENDOCINO COUNTY YOUTH PROJECT  
776 S. State Street, Suite 107, Ukiah, CA 95482  
707-463-4915 (phone) 707-463-4917 (fax)  
www.mcyp.org



## **Mental Health Therapist Intern Mental Health Student Services**

**LOCATION:** School based  
**REPORTS TO:** Clinical Director

**THE AGENCY:** The Youth Project is a joint powers agency that works in collaboration with a private non-profit, Mendocino Family and Youth Services. Its mission is to support the development of healthy youth. We offer opportunities for children, adolescents, and their families to acquire the guidance and skills they need to enhance self-esteem and establish healthy relationships so they may contribute to and strengthen our diverse community. The agency has been in existence since 1974, providing services throughout Mendocino and northwest Sonoma counties. Current services include a 24 hour youth crisis program with respite care, youth drop-in centers, school-based prevention education, crisis counseling, intervention and treatment programs around children, youth and young adult mental health issues, alcohol, drug, and tobacco use prevention and treatment, family support services, positive youth development and outpatient mental health services.

**THE PROGRAM:** The Mental Health Student Services Act program provides comprehensive mental health services and case management for students and their families. We serve children, youth and adults who meet eligibility of grant services, or have full scope Medi-Cal or who have no financial means to obtain treatment. Specialized services are provided for children and youth who are victims/witnesses to crimes, youth involved in the juvenile justice system who have co-occurring mental health/substance abuse disorders, youth in Juvenile Hall, and young adults in our transitional housing program. Services may be provided in our offices, in schools, in the family's home, or in the community.

**THE POSITION:** This is a Part Time to Full time position providing comprehensive mental health services to clients who meet eligibility requirements for at least one of our various funding sources. Clinicians are responsible for providing the primary therapy and case management for each client, and for the accurate and timely maintenance of the client's records. Clinicians are responsible for meeting established goals for direct services.

### **DUTIES AND RESPONSIBILITIES MAY INCLUDE:**

- Complete some client referral and intake paperwork, including valid and informed treatment consents and HIPAA-compliant releases of information, accurately and in a timely manner.
- Perform diagnostic biopsychosocial assessments for each assigned client that document medical necessity, and update annually or sooner if needed.
- Develop client-centered treatment plans and measurable treatment objectives with each client and their caregiver, and update every six months or sooner if needed. Treatment plans and measurable objectives will address the client's assessed condition.
- Provide individual therapy, family therapy, group therapy, collateral therapy, crisis counseling, case management, rehabilitative, and other adjunctive services for clients, as indicated by their assessments and treatment plans.
- Intensive Care Coordination (ICC) as appropriate
- Maintain accurate and timely client progress notes documentation consistent with professional and Medi-Cal standards of care and record keeping.
- Work as a member of a treatment team, which may include supervising a rehabilitation specialist or volunteer.
- Attend program and agency staff meetings as scheduled.
- Other duties as required.

**REQUIREMENTS:** Minimum: MA in Counseling or related field, CA BBS licensure as an MFT, LCSW, or Clinical Psychologist, or CA BBS registration as an METI or ASW. Preferred: Experience treating youth and their families, providing individual, group, and conjoint family therapy, assessment and treatment planning. Experience working with trauma, child abuse, domestic violence, parental substance abuse, dual-diagnosis, and conduct problems. Experience with Medi-Cal billing. Spanish speaking, familiarity with Latino and Native American communities.

**CONDITIONS OF EMPLOYMENT:** This position requires a flexible work schedule to meet the individualized needs of each client, including some evenings. Successful candidate must submit to post offer, reference and personal background check (includes fingerprinting and DMV check). Candidate ,000) and be willing to do some local travel (reimbursed mileage).

**SALARY:** Unlicensed (Intern): \$21.52-28.32



## MENDOCINO COUNTY YOUTH PROJECT

776 S. State Street, Suite 107, Ukiah, CA 95482

707-463-4915 (phone) 707-463-4917 (fax)

[www.mcyp.org](http://www.mcyp.org)



**BENEFITS:** Health insurance offered for employee and family (including domestic partners), as well as optional dental, and AFLAC insurance. vacation, sick leave, CAL PERS retirement (no Social Security). *Reciprocity with other government/school retirement systems may be possible.*

**TO APPLY:** request application from MCYP (707) 463-4915

### **MCYP IS AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status.

Applicants may obtain a copy of our EEO Policy on request.

## MENDOCINO COUNTY OFFICE OF EDUCATION

<b>JOB TITLE:</b>	<b>RESTART COUNSELOR Alternative Education</b>	<b>Reports To:</b>	<b>Assistant Superintendent Educational Services</b>
<b>Division:</b>	<b>Educational Services</b>	<b>Employee Unit:</b>	<b>Classified Professional I</b>
<b>FLSA:</b>	<b>Exempt</b>	<b>Work Year:</b>	<b>200 Days</b>
<b>Supt. Approval:</b>	<b>November 4, 2019</b>	<b>Salary:</b>	<b>Range B</b>

### BASIC FUNCTION:

Under the general supervision of assigned administrator, provides mental health services to students and staff, including counseling and consulting to assist in meeting the social, emotional, and educational needs of students in Mendocino County public and private schools who have been affected by wildfires.

### REPRESENTATIVE DUTIES AND RESPONSIBILITIES:

*Duties and Responsibilities may include, but are not limited to, the following:*

- Identifies and implements mental health services including classroom lessons, small group interventions, and individual counseling that are appropriate to the classroom population and needs;
- Participates in student study team, Section 504, and/or IEP meetings, as requested;
- Documents services including session notes, daily time logs, etc.;
- Acts as liaison between public, private agencies, and county programs for the purposes of developing and maintaining knowledge of referral sources and local support providers;
- Develops, coordinates, and provides training to staff, parents, agency, and district personnel;
- Maintains professional competencies in areas of responsibility;
- Maintains contact with, participates in professional job-related organizations, and serve as a liaison to professional groups;
- Consult with teachers, administrators, specialists, agency and district personnel and parents;
- Counsel students, in individual and group settings;
- Focused outreach to impacted staff;
- Coordinate behavior management programs;
- Collaborate with teachers and classroom teams to support the implementation of classroom behavior management programs;
- Performs related duties as assigned.

### MINIMUM QUALIFICATIONS:

- Master's degree in Social Work or Marriage Family Therapy and possession of a valid licensure as MFT or Licensed Clinical Social Worker;
- -OR-
- Possess a valid California Pupil Personnel Services Credential;
- -OR-
- Possess a valid Pupil Personnel Services Credential from a state other than California with preparation that is acceptable in order to receive a California credential and be willing to take and pass the California Basic Education Skills Test (CBEST) within one year;
- A background or experience/interest working with students with issues related to trauma;
- Bilingual in Spanish highly desirable;

- At least (1) year experience as a professional (Intern year will be considered) in a school district is desirable;
- Possess or obtain upon employment, a valid California Driver's License;
- Provide proof of automobile insurability;
- Meet the physical requirements necessary to perform assigned duties safely and effectively, including lifting twenty-five (25) pound on an occasional basis and in excess of twenty-five (25) pounds with assistance.

#### **EMPLOYMENT STANDARDS:**

##### **KNOWLEDGE OF:**

- Knowledge of and/or willingness to be trained in trauma-informed counseling practices;
- Federal and state laws, codes, regulations, and requirements pertaining to areas of assigned responsibility;
- Principles, practices, methods and strategies applicable to curriculum development in the areas of social, emotional, and behavioral learning and strategies for implementation;
- Mental Health Services and counseling techniques;
- Identifying a typical student learning and behavior characteristic.

##### **ABILITY TO:**

- Counsel students and parents in individual and group situations;
- Select and apply appropriate social/emotional learning curriculum and programming;
- Write coherent and comprehensive mental health service reports;
- Communicate effectively both orally and in writing;
- Establish effective working relationships with staff, district personnel, other agencies, and the public;
- Be flexible and receptive to change;
- Adapt to periodic heavy workload;
- Maintain regular and reliable attendance;
- Identify and implement age and need appropriate mental health services including classroom lessons, small group interventions, and individual counseling;
- Provide written reports analyzing, interpreting, and summarizing observations and information from school personnel, students, and parents;
- Act as liaison between public and private agencies and county programs;
- Develop, coordinate, and provide in-service training to staff, parents, agency, and district personnel;
- Maintain professional competencies in areas of responsibility;
- Maintain contact with, participate in professional job-related organizations, and serve as a liaison to professional groups;
- Perform related duties as assigned.

##### **COMPUTER SKILLS:**

- Basic Word Processing skills, such as the ability to format, save files for cross-platform use and in different versions, work with toolbars, menus, and rulers, insert graphics, use borders, and print labels and envelopes;
- Basic Database skills, such as the ability to sort and retrieve records; create layouts, reports, create and print mailing labels; perform mail merge for form letters; add, edit, delete fields and records;
- Basic spreadsheet skills, including the ability to open, modify, save, print a new or existing spreadsheet, and enter text and numbers;
- Basic email skills, including the ability to send and open a file attachment;

- Basic Internet usage including the ability to use tools to view web pages, use a search engine, bookmark a site, download a file; print out web pages, copy text, edit bookmarks, print web pages, and observe copyright regulations.

#### **WORKING CONDITIONS:**

##### **ENVIRONMENT:**

- Office environment;
- Driving a vehicle to conduct work;
- Constant interruptions.

##### **PHYSICAL ABILITIES:**

- Dexterity of hands and fingers to operate various equipment;
- Seeing to read a variety of materials;
- Hearing and speaking to exchange information and make presentations;
- Sitting or standing for extended periods of time;
- Walking, twisting, stooping, crouching, kneeling, bending over, grasping, reaching overhead, pushing, pulling and moving, lifting and/or carrying 0-50 pounds to waist height.

##### **HAZARDS:**

- Potential for contact with bodily fluids, blood-borne pathogens and communicable diseases;
- Driving a vehicle during adverse weather conditions.

**BHRS Multiagency Authorization of Release**



# Mendocino County Health and Human Services Agency

"Healthy People, Healthy Communities"

Tammy Moss Chandler ♦ Director

Jenine Miller ♦ Behavioral Health Director



## Behavioral Health and Recovery Services

*Providing Mental Health Services*

Ukiah Offices: 1120 S. Dora St. • Ukiah • CA • 95482 • (707) 472-2300 • FAX (707) 472-2306

Fort Bragg Offices: Avila Center • 790-B S. Franklin St. • Fort Bragg • CA • 95437 • (707) 961-2665 • FAX (707) 961-2698

Willits Integrated Services Center: 474 E. Valley St. • Willits • CA • 95490 • (707) 456-3850 • FAX (707) 456-3808

## AUTHORIZATION FOR USE, EXCHANGE AND/OR DISCLOSURE OF CONFIDENTIAL HEALTH AND PERSONAL INFORMATION

Completion of this document authorizes the disclosure and use of health information about you. Failure to provide all information requested may invalidate this authorization.

Name of Patient: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

### USE AND DISCLOSURE OF HEALTH INFORMATION

I hereby authorize: \_\_\_\_\_ to release to (initial): \_\_\_\_\_

\_\_\_\_ Primary Care Provider: \_\_\_\_\_  
(Name & address – street, city, state, zip code)

\_\_\_\_ Therapist/Org Provider: \_\_\_\_\_  
(Name & address – street, city, state, zip code)

\_\_\_\_ Hospital \_\_\_\_\_  
(Name & address – street, city, state, zip code)

\_\_\_\_ Psychiatrist: \_\_\_\_\_  
(Name & address of agency authorized to receive records)

\_\_\_\_ Law Enforcement: \_\_\_\_\_  
(Name & address of agency authorized to receive records)

\_\_\_\_ Mendocino County Sheriff's Office: 951 Low Gap Road, Ukiah, CA 95482

\_\_\_\_ Mendocino County District Attorney: \_\_\_\_\_, 100 North State Street, Rm. G-10,  
Ukiah, CA 95482.  
(Name of attorney)



\_\_\_ Mendocino County Probation: \_\_\_\_\_, 589 Low Gap Road, Ukiah,  
CA 95482. (Name of officer)

\_\_\_ Mendocino County Superior Court: Hon. \_\_\_\_\_, 100 North State  
Street, Ukiah CA 95482. (Name of Judge)

\_\_\_ Mendocino County Public Defender: \_\_\_\_\_, 175 S. School  
Street, Ukiah CA 95482. (Name of attorney)

\_\_\_ California Forensic Medical Group: Claire Teske, 951 Low Gap Road, Ukiah, CA  
95482.

\_\_\_ Substance Use Disorder Treatment (SUDT): 1120 S. Dora St, Ukiah CA 95482.

\_\_\_ Child Welfare Services: 727 S. State St. Ukiah 95482

\_\_\_ Manzanita: 410 Jones St., Ste. C-1, Ukiah CA 95482 or 286 North School St. Willits  
CA 95490

\_\_\_ Mendocino Coast Hospitality Center 101 N. Franklin St., Fort Bragg, CA 95437

\_\_\_ Redwood Coast Regional Center (RCRC): 1116 Airport Park Blvd. Ukiah 95482

\_\_\_ Family Member / Support Person \_\_\_\_\_  
(Name & relationship)

\_\_\_\_\_  
(Address – street, city, state, zip code)

\_\_\_\_\_  
(Other organization(s) or person(s) authorized to receive information, including address – street,  
city, state, zip code)

\_\_\_ I authorize exchange of information between the above parties.

The following information (initial):

a.

\_\_\_ All health information pertaining to my medical history, mental or physical condition and  
treatment received during time period (optional) \_\_\_\_\_; OR

\_\_\_ Only the following records or types of health information (including any  
dates): \_\_\_\_\_

b. I specifically authorize release of the following information (this information will not be released unless specifically authorized) *(initial)*:

\_\_\_\_\_ Mental health treatment information

\_\_\_\_\_ HIV test results (Health & Safety Code § 120980(g))

\_\_\_\_\_ Alcohol/drug treatment information (42 C.F.R. §§ 2.34 & 2.25)

A separate authorization is required to authorize the disclosure or use of psychotherapy notes.

### **PURPOSE**

Purpose of requested use or disclosure:    ☐ Patient request; OR    ☐ Other:

### **EXPIRATION**

This authorization expires on one year from the date of signature or on the following date: \_\_\_\_\_

### **MY RIGHTS**

I may refuse to sign this authorization. My refusal will not affect my ability to obtain treatment or payment or eligibility for benefits.

I may inspect or obtain a copy of the health information that I am being asked to allow the use or disclosure of.

I may revoke this authorization at any time, but I must do so in writing and submit it to the following address: Mendocino County Behavioral Health and Recovery Services, 1120 D. Dora Street, Ukiah, CA 95482, Attn: Medical Records.

My revocation will take effect upon receipt, except to the extent that others have acted in reliance upon this authorization.

I have a right to receive a copy of this authorization.

Information disclosure pursuant to this authorization could be re-disclosed by the recipient. Such disclosure is in some cases not prohibited by California law and may no longer be protected by federal confidentiality law (HIPAA). However, California law prohibits the person receiving my health information from making further disclosure of it unless another authorization for such disclosure is obtained from me or unless such disclosure is specifically required or permitted by law.

<b>SIGNATURE</b>
------------------

Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

Signature: \_\_\_\_\_  
(patient/legal representative)

If signed by other than patient, indicate

Relationship: \_\_\_\_\_

Print Name: \_\_\_\_\_

## **HIPAA Compliance and Privacy Agreement**

MENDOCINO COUNTY POLICY #49	ADOPTION OF COUNTY OF MENDOCINO HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) CERTIFICATION POLICY
ADOPTED: November 05, 2013	ADOPTED BY: MINUTE ORDER

### **Purpose of this policy**

This policy is intended to protect the confidentiality, integrity, and availability of electronic protected health information, and protected health information. This policy is in full effect for all aspects of the County of Mendocino's Self-Insured Employee Benefits Plan, including its administration, any member participation, and all directly related health plan activities. This policy will also include all Business Associates that work with the Mendocino County Self-Insured Employee Benefits Plan.

The HIPAA Privacy Rule provides federal protections for individually identifiable health information held by covered entities and their business associates and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of health information needed for patient care and other important purposes.

The Security Rule specifies a series of administrative, physical, and technical safeguards for covered entities and their business associates to use to assure the confidentiality, integrity, and availability of electronic protected health information.

The HIPAA Rules apply to **covered entities and business associates**.

Individuals, organizations, and agencies that meet the definition of a **covered entity** under HIPAA must comply with the Rules' requirements to protect the privacy and security of health information and must provide individuals with certain rights with respect to their health information. (The County of Mendocino is a covered entity) If a covered entity engages a **business associate** to help it carry out its health care activities and functions, the covered entity must have a written business associate contract or other arrangement with the business associate that establishes specifically what the business associate has been engaged to do and requires the business associate to comply with the Rules' requirements to protect the privacy and security of protected health information. In addition to these contractual obligations, business associates are directly liable for compliance with certain provisions of the HIPAA Rules.

The certification outlines how the Plan will comply with the Health Insurance Portability and Accountability Act (HIPAA) in regards to the Privacy Rule and in accordance with the Patient and Protection Act and Affordable Care Act.

The HIPAA Privacy and Security Policy Training and Compliance Procedures was prepared to ensure that the County of Mendocino Self-Insured Health Plan complies with all current regulations required by the current HIPAA Rules that were amended as part of the Patient Protection and Affordable Care Act.

## ATTACHMENT 7: PROGRAM IMPLEMENTATION PLAN - PLAN TIMELINE

PLAN TIMELINE			
<b>VII.E.iii.</b>	<p>Provide a Plan Timeline for the requirements detailed in the Plan Narrative. The Timeline should agree with the Narrative and contain activities and milestones to ensure success of the Implementation Plan</p> <p>List the key activities and milestones in your plan over the 4 years of the contract</p> <p>Key activities and milestones include hiring and key expenditures outside of hiring and administration</p> <p>List the proposed date when each activity and milestone would be completed</p>		
	<b>Implementing the Proposed Program</b>		
		<b>Beg Date</b>	<b>End Date</b>
	1) Strategy: Education and Training to the School Community	7/1/2020	6/30/2024
	1) Activity/Milestone: Determine priority school/school districts and develop MHFA training plan.	7/01/2020	10/1/2020
	2) Activity/Milestone: Increase MHFA training to at least 200 individuals trained per year.	10/01/2020	6/30/2024
	3) Activity/Milestone:	7/01/2021	6/30/2024

		Implement teen MHFA training to students and supporting faculty/staff.		
	4) Activity/Milestone:	Identify additional (i.e. non MHFA) professional development needs and develop training plan.	1/1/2021	6/1/2021
	5) Activity/Milestone:	Provide Suicide awareness trainings to all participating school districts annually.	9/1/2021	6/30/2024
			Beg Date	End Date
	2) Strategy:	Host Healthy Minds Alliance AmeriCorps member	7/1/2020	6/30/2024
	1) Activity/Milestone:	Steering committee designates host site, identify supervisor, and develop budget.	7/1/2020	12/1/2021
	2) Activity/Milestone:	Submit application and budget for AmeriCorps member.	12/1/2021	4/1/2021
	3) Activity/Milestone:	AmeriCorps member will train at least 150 people in MHFA.	9/1/2020	7/1/2021
	4) Activity/Milestone:	Steering committee determines whether to continue hosting AmeriCorps member and annual plan for doing so.	3/1/2022	6/1/2022
	5) Activity/Milestone:		4/1/2022	6/1/2022



		Apply for future AmeriCorps member hosting.		
			Beg Date	End Date
	3) Strategy:			
		Expand behavioral health services to students	5/08/2020	6/30/2024
	1) Activity/Milestone:			
		Steering committee determines which current service provider positions to expand.	5/08/2020	5/15/2020
	2) Activity/Milestone:			
		Increase hours of current service providers to FTE equivalent	7/01/2020	6/30/2024
	3) Activity/Milestone:			
		Ensure placement in corresponding school-based sites.	7/01/2020	8/1/2020
	4) Activity/Milestone:			
		Identify and hire counselors, as needed, to replace exiting staff.	9/01/2020	3/31/2023
	5) Activity/Milestone:			
	Recruitment strategy for each position			
			Beg Date	End Date

	1) Strategy:			
	1.0 FTE Therapist/Counselor from MCOE		7/01/2020	6/30/2024
	1) Activity/Milestone:			
	Roll over counseling position from Restart Counseling grant to MHSSA grant. Expand job description to include case management and family outreach services.		7/01/2020	6/30/2024
	2) Activity/Milestone:			
	Therapist/Counselor is already hired		7/01/2020	6/30/2024
	3) Activity/Milestone:			
	4) Activity/Milestone:			
	5) Activity/Milestone:			
			Beg Date	End Date
	2) Strategy:			
	4.0 FTE for Support Counselor/ Care Manager (1.33 FTE each for RCS, TFS, and MCYP)			
	1) Activity/Milestone:			
	Re-allocating existing support counselor/care manager to providing services on school sites.		7/01/2020	3/31/2024

	1) Activity/Milestone:  Expand job description to include other tasks such as case management and family outreach.	7/01/2020	6/30/2024
	2) Activity/Milestone:  Post job openings in local placement websites should vacancies occur.	7/01/2020	6/30/2024
	3) Activity/Milestone:  Recruit from local community colleges and University of California alumni rosters should vacancies occur.	7/01/2020	6/30/2024
	4) Activity/Milestone:		
		Beg Date	End Date
	1) Strategy: 1.0 FTE Therapist 1/Intern (0.33 FTE each to RCS, MCYP, and TFS)		
	1) Activity/Milestone:  Re-allocating existing Therapist 1/Intern to provide services on school sites.	7/01/2020	03/31/2024
	2) Activity/Milestone:  Expand job descriptions to include family outreach services.	07/01/2020	03/31/2024
	3) Activity/Milestone:  Post job openings in local placement websites should vacancies occur.	07/01/2020	03/31/2024
	4) Activity/Milestone:  Recruit from local community colleges and University of California alumni rosters should vacancies occur.	07/01/2020	03/31/2024
	5) Activity/Milestone:		

Retention strategy for staff			
		Beg Date	End Date
1) Strategy:  1.0 FTE licensed, waived, or registered Therapist from MCOE.		7/01/2020	6/30/2024
1) Activity/Milestone:	Provide on-going support to counselor case manager by including them in MCOE's Counselor and Advisors Network, and internal team meetings.	7/01/2020	6/30/2024
2) Activity/Milestone:	Provide on-going trainings such as MHFA and suicide prevention.	7/01/2020	6/30/2024
3) Activity/Milestone:	Identify personal goals and objectives through supervision to ensure job fulfillment.	7/01/2020	6/30/2024
4) Activity/Milestone:			
5) Activity/Milestone:			
		Beg Date	End Date
2) Strategy:  4.0 FTE Support Counselors/Care Mangers		7/01/2020	6/30/2024
1) Activity/Milestone:		7/01/2020	6/30/2024

		Increased part time staff through expanded FTE proportions to full time staff. This will allow staff to receive benefits packages.		
	2) Activity/Milestone:	Discuss staff needs in regular leadership meetings.	07/01/2020	06/30/2024
	3) Activity/Milestone:	Professional development opportunities such as training.	07/01/2020	06/30/2024
	4) Activity/Milestone:			
	5) Activity/Milestone:			
			Beg Date	End Date
	3) Strategy:	Collaborate with service providers to identify staff trends.	7/01/2020	6/30/2024
	1) Activity/Milestone:	Meet with provider leadership to identify staff needs.	7/01/2020	9/30/2020
	2) Activity/Milestone:	Identify priorities for future funding aimed at increasing staff retention.	10/01/2020	1/31/2021
	3) Activity/Milestone:			
	4) Activity/Milestone:			

		5) Activity/Milestone:		
		<b>Care coordination plan with ongoing mental health providers</b>		
			Beg Date	End Date
	1) Strategy:	Collaborative Communication and organization of student care activity to deliberately integrate personnel, information, and other resources needed to carry out all required behavioral health care activities.	7/01/2020	6/30/2024
	1) Activity/Milestone:	MHSSA Steering Committee bi monthly meetings to provide information and share information on key community mental health issues.	8/01/2020	6/30/2024
	2) Activity/Milestone:	Use Exym for all documentation and client tracking activity to unify information.	7/01/2020	6/30/2024
	3) Activity/Milestone:	MHSSA Community of Practice Meetings held to receive direct feedback on services from community stakeholders.	7/01/2020	6/30/2024
	4) Activity/Milestone:			
	5) Activity/Milestone:			

		Beg Date	End Date
	2) Strategy:		
	On-going staff training on county systems, processes and expectations.	9/01/2020	6/30/2024
	1) Activity/Milestone:		
	Identify training needs, if different than existing plans.	9/01/2020	3/31/2021
	2) Activity/Milestone:		
	Update training plans with new items.	4/01/2021	6/30/2021
	3) Activity/Milestone:		
	Train staff on updated curriculum.	7/01/2021	6/30/2024
	4) Activity/Milestone:		
	Update future scope of work for provides to include new training needs.	8/01/2021	6/30/2024
	5) Activity/Milestone:		
		Beg Date	End Date
	3) Strategy:		
	1) Activity/Milestone:		
	2) Activity/Milestone:		
	3) Activity/Milestone:		
	4) Activity/Milestone:		
	5) Activity/Milestone:		

## **Attachment 8: Program Implementation Plan – Sustainability Plan**



## ATTACHMENT 8: PROGRAM IMPLEMENTATION PLAN - SUSTAINABILITY PLAN

Sustainability Plan	
<b>VII.E.iv.2.</b>	<p><b>The Sustainability Plan shall include the following:</b></p> <p>a. The plan to ensure the continuation of the positive program impacts on the system of care after the MHSSA grant cycle ends.</p> <p>The Partnership views the crucial role of this MHSSA grant as one of a catalyst to expand and increase improvements in the mental health outcomes. Mendocino County's school superintendents have clearly voiced their need for the services funded through this grant. However, it is the Partnership's intent that those services become sustained by alternate funding and program structures.</p> <p>The funding's 4-year grant period is key to creating this sustainability. This sustainability plan uses phases to identify, apply for, and receive alternate funding for these services. The phases are detailed below:</p> <ol style="list-style-type: none"> <li>1. Phase I – Establishment <ol style="list-style-type: none"> <li>a. Determine a baseline of services</li> <li>b. Strengthen connections between service providers</li> <li>c. Align to common service metrics and goals</li> </ol> </li> <li>2. Phase II – Collaboration <ol style="list-style-type: none"> <li>a. Identify and enroll Medi-Cal eligible beneficiaries</li> <li>b. Increase Medi-Cal penetration rates</li> <li>c. Increase Short Doyle/Medi-Cal claims</li> </ol> </li> <li>3. Phase III – Evaluation <ol style="list-style-type: none"> <li>a. Evaluate mental health system performance</li> <li>b. External analysis and service data review</li> <li>c. Generate key success data</li> </ol> </li> <li>4. Phase IV – Diversification <ol style="list-style-type: none"> <li>a. Identify potential new funding sources</li> <li>b. Use evaluation data to apply for new funding sources</li> </ol> </li> </ol>

		c. Seek additional state and federal funding through grants and other sources	
		The four phases of the plan roughly coincide with the four grant years.	
		The initial focus is on creating a cohesive network of service providers, using common metrics and working toward shared performance goals. Using this partnership, service providers will identify Medi-Cal eligible beneficiaries, and provide services billable to those federal and state funds. The increased performance and outcomes can then be compiled and processed by an external evaluator, currently on contract with Mendocino County, to identify key program successes. These success stories and system performance analysis can then be used to win proposals for new funding sources. Each phase feeds into the next, creating a system that will position the Partnership to win competitive proposals based on the successes made possible through MHSSA funds.	
		The MHSSA grant funding period will end 1 year into the county’s MHSA 3-year plan cycle of 2023-2025. Through a successful partnership, with proven results, with the backing of stakeholders, MHSSA grant activity can be built into the MHSA 3-year plan for FY2025-2027.	
		Potential funding for the program activities:	
		<ul style="list-style-type: none"><li>● Mendocino County MHSA funds</li><li>● Mendocino County Office of Education funds</li><li>● Foundation grants focused on Children’s Health, Mental Health, or Community Health</li><li>● Additional state funding from sources such as SAMHSA, CA Department of Education and CA Health Facilities Financing Authority grants</li></ul>	
		b. Describe the strategy and key milestones, with dates, to maintain any increase in access, linkages, and diversions to appropriate levels of care that resulted from the MHSSA program	
		Strategy:  The 4-Phase strategy allows for natural milestones and key accomplishments. These will be reviewed at steering committee meetings.	
		Key Milestones	Dates

		Create list of potential new funding sources	6/30/2021
		Apply for supplemental funding from first list of sources	9/31/2021
		Secure external evaluation services from IDEA Consulting	5/1/2022
		Complete evaluation of Partnership services	9/30/2022
		Apply for supplemental funding from additional sources using evaluation data to support increased services	1/31/2023
	c.	The plan to acquire additional/new funding to sustain the program after the grant cycle ends.	
	i.	<p>Describe your ability to get Medi-Cal reimbursement for your program</p> <p>All of the Partnership providers have the ability to bill Medi-Cal services under the current contracts with BHRS. Providers hire, train, and supervise licensed mental health staff and other professionals to enroll, assess, and provide services to youth under Medi-Cal.</p> <p>These services are built into existing contracts and require no additional training or administrative staff. The existing infrastructure is more than capable to handle an increase in services from this program.</p>	

		ii	Describe your ability to get/commit local (County, School, etc.) funds to support and sustain your proposed program during the term of this grant.	
			<p>The Mendocino County Office of Education has the ability to provide some matching funds to support this Partnership. Most of the funds to support and sustain the program are from administrative staff supporting the implementation of these services, including HR, IT, Quality Improvement, Finance and Reporting. These support staff would provide the essential services that enable the provision of direct mental health services.</p>	
			a.	Identify the amount of funds that is proposed/committed to as matching dollars for the proposed program from this fund source.
			1.	<p>Source of Funds:</p> <p>In-kind contributions that directly support school mental health services in Mendocino County. The participating educational agencies are:</p> <ul style="list-style-type: none"> <li>• Mendocino County Office of Education</li> <li>• Eel River Charter School</li> <li>• Potter Valley Community Unified School District</li> <li>• Willits Unified School District</li> <li>• Ukiah Unified School District</li> </ul>
			2.	<p>Amount committed to:</p> <p>GY1: \$ 1,666,000</p> <p>GY2: \$ 1,663,000</p> <p>GY3: \$ 1,663,000</p> <p>GY4: \$ 1,663,000</p>

		iii	Describe your ability to commit known State/Local funds (e.g. Mental Health Services Fund, etc.) for matching in order to support and sustain your proposed program during the term of this grant and beyond. (This does not include the grant funds that you are applying for with this application)	
			a. Identify the amount of funds that is proposed/committed to as matching dollars for the proposed program from this fund source	
			1.	Source of Funds:
			2.	Amount committed to:  GY1:  GY2:  GY3:  GY4:
		iv.	<p>Describe your ability to commit private or other funds for matching to support and sustain your proposed program during the term of this grant and beyond. Identify the source of the funds.</p> <p>The critical work of mental health service providers is currently supported through a variety of sources. Private funds or other fund sources come with their own guidelines but have not been committed as matching funds aligned with MHSSA funding. At this point, the Partnership cannot commit private funds for FY 2024-2025, when MHSSA funding will conclude.</p> <p>As detailed above, the work of the Partnership during the grant cycle will include diligently identifying and securing this type of funding for the future.</p>	
			a.	Identify the amount of funds that is proposed/committed to as matching dollars for the proposed program from this fund source

				1.	Source of Funds:  N/A
				2.	Amount committed to:  GY1: N/A  GY2: N/A  GY3: N/A  GY4: N/A
<b>VII.E.iv.3.</b>	<p>Describe how the Partnership will continue after the funding for this grant ends. Include funding streams from private and public sources.</p> <p>The Partnership has been in place for years through efforts and collaboration of the various engaged partners. This grant is important to formalize the partnership and increase the number of partners which will increase access and positive outcomes of the program, however the involvement of the partners will not end with the end of the grant. The governance, key personnel, and specialty mental health funding will remain in place beyond the grant period because we are currently leveraging funding and the systems are already in place. Depending on the success and outcomes of the project, additional sustainability funding could come from specialty mental health funds supporting expanded services to schools or additional Mental Health Services Prevention and Early Intervention funding for suicide prevention and access and linkage services.</p>				
	a.	<p>Also include a plan for continued access to program data derived from the Partnership.</p> <p>Through the existing mental health service contracts, all providers use the EXYM Electronic Health Record in provision of services. EXYM is a known, well-established EHR provider and has been used in Mendocino County for years. The data in EXYM is managed and accessed by county staff and the county's Administrative Service Organization, Redwood Quality Management Company (RQMC). These contracts will remain intact after the MHSSA grant period and will</p>			

	<p>govern the collection, access, and dissemination of all mental health data in the county.</p> <p>RQMC will continue to use EXYM to document and report on specialty mental health services in the county beyond the scope and timing of this Partnership. The data input in the EHR will be secured using the established data security measures as outlined in the county's HIPAA Certification Policy included and referenced in Attachment 6. Service reports will always be accessible to county personnel and key state agencies.</p>
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## **Attachment 9: Program Communications Plan**



## ATTACHMENT 9: PROGRAM COMMUNICATIONS PLAN

### Program Communications Plan

#### VII.E.v.

1. a. Provide a plan as to how you will increase awareness of and access and linkage to mental health services for students and their families:

A clear communications plan that is well-executed is an important component of any program. Even the best designed services will have no efficacy if the target population does not know about them, or if there is no way to receive feedback on the program. The Partnership will work to ensure that the services proposed under this MHSSA grant have the best opportunity for success. From a communications standpoint, that success means clear and timely messages to potential service recipients as well as their families, caregivers and advocates. This communications plan details the key audiences, their corresponding messages, and the tactics used to reach them.

As with any other strong plan, a set of objectives guides the work and the measurements used to assess it. The MHSSA communications plan will be guided by the following objectives:

1. Classroom teachers, substitutes, and aides will receive detailed information about the new services added to their school site on at least a quarterly basis.
2. Students and Caregivers will be informed of available resources through a combination of school notices and Advisory Board community meetings six times per year.
3. The Office of Education will engage directly with community stakeholders around the mental health needs in schools to receive and respond to feedback.

With these three main objectives, the Partnership is positioned to create and maintain strong communication with key stakeholders.

#### Target Audiences

In order for communications activity to produce the desired results, the target audience must be clearly defined and guide the selection of tactics and messaging. The audiences are not ranked, but rather constitute the

constellation of stakeholders that must be reached with key messages. This plan has identified the following target audiences:

- Classroom Teachers – Whether permanent classroom teachers, substitute teachers, or other aides, this audience is any professional that is regularly working on direct instruction with children in the county school system.
- Caregivers – This audience is most typically parents or guardians of enrolled students, but also includes extended family, older siblings, daycare workers, or other individuals responsible for the supervision or well-being of county students.
- Students – Students enrolled in any of the schools receiving services through this MHSSA grant.
- Providers – Community agencies providing mental health and other support services in Mendocino County.

#### **Key Messages**

Classroom teachers and other professionals working directly with students in the classroom are critical to identification and referral to student services. They will receive communications focused on identification of the available services, how to identify student needs, and how to make a referral for services. Over the course of the program key messages to classroom teachers will shift, moving from initial messages about service access and referrals, to requesting detailed feedback and collaboration to improve those services.

Caregivers must receive information that is similar to what classroom teachers receive, but with a framing that de-stigmatizes the use of services and promotes strong mental health support for students. Caregivers will receive communications that address how to identify possible mental health needs in children in their care, the fact that services are available to help, how to request services for a student, and avenues to provide feedback to the program.

Students are simultaneously the most important and most elusive audience for the Partnership. Students will receive communications that emphasize the availability of services, provide detail on personal signs that mental health services may be needed, and that destigmatize the services to promote adoption.

Service providers are an important component of the integrated communications. They receive funding and program information from MCOE, BHRS and RQMC. They then provide valuable information to service beneficiaries. Providers must be informed on both the county program

		<p>information, and how to address questions and needs from the other audiences.</p> <p><b>Tools for Sharing the Messages</b></p> <p>This Partnership will expand on existing communication activities to reach the target audiences and deliver key messages. Most notably, existing school announcements, school and provider websites and social media, in order to share information about partnership activities and resources.</p> <p>Stakeholder's feedback meeting that adheres to Brown Act requirements will be held every other month to collect stakeholder input. In this case, stakeholders are those who are receiving services, providing services, are family of someone receiving services, are a member of a student's support system, or a member of the public.</p> <p>Stakeholder feedback meeting schedules will be set in the early part of the fiscal year, to coincide with the school year, and the meetings will move around the county. Additionally, meetings will strive to be streamed so remote attendance will be possible for those with technological means to attend remotely (through either computer with chat capability or listen in through phone call). These meetings will be announced through a Public Service Announcement, agendas posted at partner's facilities, and an email blast comprised of opt-in email list collected from stakeholders. Agendas, announcements, and minutes of stakeholder meetings will be posted on the county website as well as on partner social media for increased community awareness. Collection of stakeholder feedback will also take place at various public events, such as booths at farmer's markets, health fairs, community forums, school functions, community fundraisers, or other events.</p> <p>Yearly updates regarding the partnership will be posted at sites hosting services, on the county website, and made available to those who wish to view them.</p>
	b.	<p>The MHSSOAC will require that the Partnership provide information on their website(s). Include this in your plan and describe how you will provide the information on your website:</p> <p>The Partnership will provide detailed program information to both the service providers and the participating schools to post to their websites and student/family communication channels.</p> <p>Mendocino County's Mental Health Services Act Website posts the schedules, agendas, and other announcements for each of the five (5) MHSA components, as well as communicating other MHSA related news and events. The MHSA website is continuously updated with current information and</p>

announcements, as well as links to forms, surveys, training registrations, meeting agendas, meeting minutes, MHSA Three Year Plan, and Annual Updates. The MHSA Website can be found at:  
<https://www.mendocinocounty.org/government/health-and-human-services-agency/mental-health-services/mental-health-services-act>

In addition to the main website above, program service information related to the MHSSA program will be posted at the following websites:

**County Websites**

Mendocino County Office of Education:

<https://www.mcoe.us/student-programs-services/>

Behavioral Health and Recovery Services:

<https://www.mendocinocounty.org/government/health-and-human-services-agency/behavioral-health-and-recovery-services>

Behavioral Health Advisory Board:

<https://www.mendocinocounty.org/government/health-and-human-services-agency/mental-health-services/mental-health-board>

**Provider Websites**

Redwood Community Services: <https://redwoodcommunityservices.org/mbhs>

Redwood Community Services Social Media:

<https://www.facebook.com/redwoodcommunityservices/>

Redwood Community Services Social Media:

<https://www.instagram.com/redwoodcommunityservices/>

Tapestry Family Services: <http://tapestryfs.org/mental-health-treatment-program>

Tapestry Family Services Social Media:

<https://www.facebook.com/TapestryFamilyServices/>

Mendocino County Youth Project Services: <http://mcyp.org/counseling-services/>

Mendocino County Youth Project Events: <http://mcyp.org/events/>

All of these websites are regularly updated by dedicated staff at each partner agency. They are also well-established channels that are seen as informative



		<p>resources for multiple community members, including those identified in the Target Audience section of this plan.</p> <p>In order to efficiently use MHSSA funding, the Partnership will heavily utilize these existing sites and the established communication channels instead of creating new ones. This will allow for maximum reach with minimal new cost.</p>
	2.	<p><b>Identify how you measure success of your communication plan:</b></p> <p>The measurement of progress toward the stated communications goals is dependent on each goal. The measurement is a direct indication of the status and/or success of the goal, so it must be tuned for that purpose specifically. These are the measurements for each goal of the plan:</p> <p><b>Goal 1 – Outreach to Classroom Teachers</b></p> <p>The first goal will be measured by surveys from the on-site counselors at each participating school site. The surveys will ask for confirmation that teacher education and training sessions have been scheduled and conducted. The frequency and content of school staff discussion on mental health issues on campus will also be documented. The on-site mental health professionals will track the reach of the communications and report on feedback received from the teachers.</p> <p>Specific measures include:</p> <ul style="list-style-type: none"> <li>• Number of schools had a staff discussion of the mental health services.</li> <li>• Number of schools received MCOE notices of the services available.</li> <li>• Number of teacher training sessions conducted by the on-site counselors.</li> </ul> <p><b>Goal 2 – Informed Students and Caregivers</b></p> <p>The second goal will be measured by staff at the MCOE and will record the use of communications tools to reach students and caregivers. An updated service bulletin will be provided to participating schools 4 times per year.</p> <p>Specific measures include:</p> <ul style="list-style-type: none"> <li>• Number of bulletins were sent to schools per year.</li> <li>• Number of schools provided regular announcements to students about services.</li> <li>• Number of letters sent home to parents with service information.</li> <li>• Number of students or parents inquiring about services.</li> </ul> <p><b>Goal 3 – Stakeholder Feedback</b></p>

	<p>The Partnership will conduct public stakeholder meetings (“forums”) every other month of the year to ensure that students, families, teachers, and community members have the opportunity to learn about the services and provide direct feedback to leaders of the Partnership. These meetings will be open to the public and will have a primary goal to engage with key stakeholders.</p> <p>Consumers and family members are encouraged to attend and share their experiences with accessing and receiving services, and to provide feedback on successes and challenges with these programs. Service providers are invited to attend and to share information about their programs, including successes and any barriers working with their target population. The public is invited to attend to learn about MHSA programs.</p> <p>Forums are advertised in local newspaper and radio media, as well as the MHSA website. Flyers are posted in MHSA funded programs, mental health service delivery locations, county buildings, and other popular stakeholder locations with information regarding forums. Those who cannot attend forums but would like to share their feedback are encouraged to email Mendocino County’s MHSA team or their service provider to represent their thoughts to the group during the forum.</p> <p>Specific measures of these meetings include:</p> <ul style="list-style-type: none"> <li>• Number of meetings held each year.</li> <li>• Stakeholder attendance number and trend.</li> <li>• Attendee satisfaction with the content and process.</li> </ul>
3.	<p>List what you want to accomplish with this plan, on a quarterly basis:</p> <p>Aside from reaching the stated objectives, the core intent of this plan is to bolster student achievement by providing access and support services to students who need it. This communications plan supports that goal by providing valuable information to the key stakeholders; teachers, students, caregivers and providers.</p> <p>The Partnership will work to ensure classroom teachers report an increasing awareness of student support services, caregivers understand the options available to their families, students feel confident to seek and receive these services, and partners are supported in delivering these services.</p> <p>Posting of notices, personal announcements, electronic communication, and one-to-one interactions with students and parents will aide in the dissemination of important information.</p> <p>Each Quarter at least one stakeholder meeting will occur. At least one communications blast via email will occur. Ongoing updates from each partner’s social media outlets will keep students, faculty, families, and public aware of</p>

		<p>ongoing services available. By keeping students, faculty, staff, and providers up to date on the status of the MHSSA partnership, we will, each quarter, strengthen lines of communication and provide a venue for feedback.</p>
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## **Attachment 10: Budget Worksheet**



## **ATTACHMENT 10: BUDGET**

**The Budget Worksheet (ATTACHMENT 10) must be prepared according to the Budget Worksheet Instructions found in ATTACHMENT 10-1. The total cost on the Budget Worksheet must equal the total amount of the Grant**

**ATTACHMENT 10  
BUDGET WORKSHEET**  
(Whole Dollars)

**Applicant:**

(1) Hire Staff (list individual role/classification) (add rows as needed)	(2) Hiring Month	(3) GY 1	(4) GY 2	(5) GY 3	(6) GY 4	(7) Total All GYs
0.2 FTE Program Specialist (data analyst)	1	10,521	11,047	11,599	12,179	45,346
0.1 FTE Program Director	1	6,238	6,550	6,878	7,222	26,888
						-
<b>Subtotal - (8) Personnel Services Salaries</b>		16,759	17,597	18,477	19,401	72,234
<b>Add: (9) Personnel Services Benefits</b>		6,536	6,863	7,206	7,566	28,171
<b>(10) Total Personnel Services</b>		23,295	24,460	25,683	26,967	100,405
<b>(11) Hire Contractors or other non-staff (If applicable, list individual role/classification) (Add rows as needed)</b>	<b>(12) Hiring Month</b>	<b>(13) GY 1</b>	<b>(14) GY 2</b>	<b>(15) GY 3</b>	<b>(16) GY 4</b>	<b>(17) Total All GYs</b>
Therapist/Counselor (1 FTE)	1	96,929	101,775	106,864	112,207	417,775
Support Counselor /Care Manager (3 positions at 1.33 for a total of 4 FTE)	2	239,508	251,483	264,057	277,260	1,032,308
Therapist 1/Intern (3 positions at 0.33 FTE)	4	81,879	85,973	90,272	94,786	352,910
External Evaluator	30	-	-	20,000	-	20,000
AmeriCorps (1 FTE)	6	9,000	9,450	9,000	9,450	36,900
						-
<b>(18) Total Contracted Services</b>		427,316	448,681	490,193	493,703	1,859,893
<b>(19) Total Personnel/Contracted Services</b>		450,611	473,141	515,876	520,670	1,960,298
<b>(20) Other Costs (non-staff and non-contracted services)</b>	<b>(21) Exp Month</b>	<b>(22) GY 1</b>	<b>(23) GY 2</b>	<b>(24) GY 3</b>	<b>(25) GY 4</b>	<b>(26) Total All GYs</b>
Program Supplies	2	5,000	5,250	5,513	5,789	21,552
Travel and Mileage	2	7,000	7,350	7,718	8,171	30,239
IT Hardware and Services	2	7,000	1,750	1,750	1,750	12,250
Client Incentives	2	3,355	3,523	3,699	3,884	14,461
Staff Training and Incentives to Attend	2	20,000	21,000	22,050	23,150	86,200
						-
<b>(27) Total Other Costs</b>		42,355	38,873	40,730	42,744	164,702
<b>(28) Total Program Costs before Administration</b>		492,966	512,014	556,606	563,414	2,125,000
<b>(29) Administration (includes indirect costs and overhead, limited to 15%) *</b>		86,994	90,355	98,224	99,427	375,000
<b>(30) Total Proposed Program Costs</b>		579,960	602,369	654,830	662,841	2,500,000

\* Total Administration costs cannot exceed the following for the total term (4 years) of the contract:

Small population designation:	\$375,000	(\$2,500,000 grant x 15%)
Medium population designation:	\$600,000	(\$4,000,000 grant x 15%)
Large population designation:	\$900,000	(\$6,000,000 grant x 15%)

## **Attachment 11: Budget Narrative**

## ATTACHMENT 11: BUDGET NARRATIVE

### Budget Narrative

#### VII.F.2.

##### a. Hire Staff

- i. For each "Hire Staff" listed on the Budget Worksheet, explain how the salaries were determined and provide support for the stated salary. For example, state the classification and provide the published salary range for the employee in the stated classification:

A Program Director from Behavioral Health and Recovery Services (BHRS) will be utilizing their time for the direction of the MHSSA consortium, including but not limited to attending meetings, providing administrative guidance, and overseeing communication with public and supervising the program specialist performing data analysis.

The MHSSA budget include 0.1 FTE equivalent for the Program Director position. A yearly salary of \$62,377 was utilized to obtain the budget number of \$6,238 for grant year 1. This number is the current published salary of the Acting Deputy Director of BHRS who will be doing the majority of the work for this position. A blanket 5% COLA was applied to cover wage increases over the grant period.

A Program Specialist will be hired to provide data analysis support to the MHSSA consortium. Duties will include data analysis, report writing and facilitation, steering committee support, understanding and application of regulations constraining the MHSSA.

Job Summary as follows:

"Under general supervision, is responsible for researching, analyzing, and developing recommendations related to a variety of programs, coordinating the development and implementation of program or operational changes; monitoring program contracts, grants, progress, budget, and regulation compliance; acting as the technical program expert; and performing other program related work as required." From Mendocino County Job Classification Descriptions.

		A yearly salary of \$52,603, mid step for a program specialist with Mendocino County according the published salary schedule and classification was used. The program specialist is being used for 0.2 FTE for \$10,521 for grant year 1. A blanket 5% COLA was applied to cover wage increases over the grant period.
		<p>ii. Provide a statement for each classification listed on the Budget Worksheet as to the time base (Full Time Equivalent) of work proposed. State this as a percentage for each year funding is requested. For example, if the position is full time, then state that it is 100% for GY 1, GY 2, GY 3 and GY 4. If the position is half-time, state that the position is 50% for GY 1, GY 2, GY 3 and GY 4:</p> <p>The position of Program Director is 10% for GY1, GY2, GY3, and GY4. The position of Program Specialist is 20% for GY 1, GY 2, GY 3, GY 4</p>
	b.	Personnel Service Benefits
	i.	<p>Explain what is included in the cost and how were the costs determined. Provide support for the costs. For example, provide published guidance from HR (or some other entity) stating percentage of salary or actual dollars used for employee benefits, including medical, retirement, taxes, etc.</p> <p>The benefit rate used is 39% of payroll expenses, based on a comprehensive set of Health, Retirement, Employee Assistance, and Wellness Program.</p>
	c.	Hire Contractors or other non-staff
		<p>For each "Hire Contractors or other non-staff" listed on the Budget Worksheet, explain how the costs were determined and provide support for the stated cost. For example, support could include an existing or new contract which states the classification, the cost, and time period in order to support the requested funds for each fiscal year.</p> <p>Therapist/Counselor</p>

For the Licensed Therapist position at MCOE, we utilized the existing salary of the therapist we intend to hire through the MHSSA funds. That rate is currently \$69,733 for grant year 1. Benefits were estimated at 39% for a total compensation of \$96,929 for grant year 1. A blanket 5% COLA was applied to cover wage increases over the grant period. A job description for the Therapist/Counselor is included as supporting documents in Attachment 6.

#### Support Counselors/ Care Manager

For the Support Counselor/Care Manager position we used the Human Resources approved amount for full time Support Counselor/Care Manager II (a fully trained worker) at their highest step which is a yearly equivalent of \$43,077. Benefits were estimated at 39% of the salary for a total compensation of \$239,508 for 4.0 FTE for GY 1. The Support Counselors/ Care Manager positions are evenly divided between the three service providers Redwood Community Services, Mendocino County Youth Project, and Tapestry Family Services for a total of 1.33 FTE each. A blanket 5% COLA was applied to cover wage increases over the grant period. A job description for Support Counselors/Care Managers is included as supporting documents in Attachment 6.

#### Therapist 1/Intern

For the position of Therapist I/Intern, we utilized the Mendocino County Youth Project Human Resources annual Salary number of \$58,906. Benefits were estimated at 39% of the salary for a total compensation of \$81,879. A blanket 5% COLA was applied to cover wage increases over the grant period. The Therapist intern position will be split between the service providers Redwood Community Services, Mendocino County Youth Project, and Tapestry Family Services for a total of 0.33 FTEs each. A job description for Therapist1/Intern is included as supporting documents in Attachment 6.

#### External Evaluator

The \$20,000 cost to conduct the external evaluation is based on the potential scope of work for the project.

#### AmeriCorps

The \$9,000 cost is a living stipend provided to the selected AmeriCorps volunteer. This stipend is increase by a 5% COLA for the 4 grant years.



	<p>Provide a statement for each classification listed on the Budget Worksheet as to the Full Time Equivalent of the proposed work. State this as a percentage for each year funding is requested. For example, if the position is full time, then state that it is 100% for GY 1, GY 2, GY 3 and GY 4. If the position is half-time, state that the position is 50% for GY 1, GY 2, GY 3 and GY 4.</p> <p>Therapist/Counselor at 100% for GY 1, GY 2, GY 3, GY 4</p> <p>Support Counselors/ Care Manager: 4 positions, each at 100% for GY 1, GY 2, GY 3, GY 4. These positions will be split evenly among the three service providers.</p> <p>Therapist 1/Intern 100% for GY 1, GY 2, GY 3, GY 4. This position will be split evenly among the three service providers</p> <p>External Evaluator: 10% FTE for GY 3</p> <p>AmeriCorps: 100% for GY 1, GY 2, GY 3, GY 4</p>
	<p>d. Other Costs (non-staff and non-contracted services)</p> <p>i. For each "Other Costs (non-staff and non-contracted services)" listed on the Budget Worksheet, explain what the costs are for, how the costs were determined and provide support for the stated cost. For example, training could be supported through a published catalog of classes and rates</p> <p>Program Supplies are budgeted to include curriculum, locking mechanisms, combination briefcases for confidential paperwork and other business needs as they arise to carry out the MHSSA Consortium needs.</p> <p>A travel and mileage budget is included as compensation for travel to and from services and trainings. The amount is based on the Federal mileage reimbursement of \$0.575/mile.</p> <p>IT Hardware and Services The IT needs of the consortium will include computers, encryption services and software, business needs such as printers and paper. Additionally, a 25% replacement rate per year is included after grant year 1.</p>

			<p><b>Client Incentives</b> Client incentives includes potential compensation for travel to meetings and trainings, incentives to come to meetings (such as healthy snacks and water), compensation for participation in survey style data collection, etc.</p> <p><b>Staff Training and incentives to attend</b> The staff training portion includes compensation for substitute teachers to attend trainings, travel reimbursements, curriculum materials, hotel room for overnight trainings, etc.</p>



## **Attachment 12: Final Submission Checklist**

## ATTACHMENT 12: FINAL SUBMISSION CHECKLIST

Complete this checklist to confirm the items in your application. Place a check mark or "X" next to each item that you are submitting to MHSOAC. For your application to be complete, all required attachments along with this checklist shall be returned with your application package.

Check	DESCRIPTION
X	Attachment 1: Application Cover Sheet
X	Attachment 2: Intent to Apply
X	Attachment 3: Minimum Qualifications
X	Attachment 4: Applicant Background
X	Attachment 5: Proposed Plan
X	Attachment 6: Program Implementation Plan – Plan Narrative
X	Attachment 7: Program Implementation Plan – Plan Timeline
X	Attachment 8: Program Implementation Plan – Sustainability Plan
X	Attachment 9: Program Communications Plan
X	Attachment 10: Budget Worksheet
X	Attachment 11: Budget Narrative
X	Attachment 12: Final Submission Checklist
X	Attachment 13: Payee Data Record (Std 204)

**Attachment 13 Payee Data Record (Std 204)**

## ATTACHMENT 13: PAYEE DATA RECORD

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

### PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)  
STD 204 (Rev. 10/2019)

<b>1</b>	<b>INSTRUCTIONS:</b> Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by California state agencies to prepare Information Returns (Form 1099). See next page for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.					
<b>2</b>	<b>BUSINESS NAME</b> (As shown on your income tax return) County of Mendocino					
	<b>SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL</b> (Name as shown on SSN or ITIN Last, First, MI)				<b>E-MAIL ADDRESS</b>	
	<b>MAILING ADDRESS</b> 1120 S. Dora St			<b>BUSINESS ADDRESS</b> 1120 S. Dora St		
	<b>CITY</b> Ukiah	<b>STATE</b> CA	<b>ZIP CODE</b> 95482	<b>CITY</b> Ukiah	<b>STATE</b> CA	<b>ZIP CODE</b> 95482
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> 9 4 6 0 0 0 5 2 0					
<b>PAYEE ENTITY TYPE</b>  <b>CHECK ONE BOX ONLY</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> PARTNERSHIP   <input type="checkbox"/> ESTATE OR TRUST         </div> <div style="width: 45%;"> <b>CORPORATION:</b>  <input type="radio"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)  <input type="radio"/> LEGAL (e.g., attorney services)  <input type="radio"/> EXEMPT (nonprofit)  <input checked="" type="radio"/> ALL OTHERS         </div> </div>					
	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC (Disregarded Entity)         </div> <div style="width: 45%;"> <b>ENTER SSN OR ITIN:</b> <span style="border: 1px solid black; padding: 2px;">  </span> <span style="border: 1px solid black; padding: 2px;">  </span> <span style="border: 1px solid black; padding: 2px;">  </span> <span style="border: 1px solid black; padding: 2px;">  </span> <span style="border: 1px solid black; padding: 2px;">  </span> <span style="border: 1px solid black; padding: 2px;">  </span> <span style="border: 1px solid black; padding: 2px;">  </span> <span style="border: 1px solid black; padding: 2px;">  </span> </div> </div>					
	<small>Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661</small>					
<b>4</b>	<b>PAYEE RESIDENCY STATUS</b> <input checked="" type="checkbox"/> CALIFORNIA RESIDENT - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> CALIFORNIA NON RESIDENT (see next page for more information) - Payments to nonresidents for services may be subject to state income tax withholding. <div style="margin-left: 20px;"> <input type="radio"/> No services performed in California.  <input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached.         </div>					
<b>5</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.					
	<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) Jenine Miller			<b>TITLE</b> HHSA Asst. Director, BHRS Direct		<b>TELEPHONE</b> (include area code) (707) 472-2341
	<b>SIGNATURE</b> 			<b>DATE</b> 02/26/2020	<b>E-MAIL ADDRESS</b> MillerJe@mendocinocounty.org	
<b>6</b>	<b>Please return completed form to:</b>					
	<b>DEPARTMENT/OFFICE</b> N/A			<b>UNIT/SECTION</b>		
	<b>MAILING ADDRESS</b>			<b>TELEPHONE</b> (include area code)		<b>FAX</b>
	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>E-MAIL ADDRESS</b>		