

**ASSIGNMENT**

DATE 6-6-07

Contract #: 691-S0711

ATTORNEY MJC **CONTRACT ROUTING SHEET**

DEPT./INDEX NO. 026100

Date Prepared: 6/5/07  
BY: [Signature]

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

**PROCESSING DEPARTMENT:**

Department: CAO/Proc. & Contracts  
Dept. Contact: Dustin Bailey  
Phone #: 5833  
Department: \_\_\_\_\_  
Head Signature: [Signature]  
Bonnie H. Rich

**CONTRACTOR:**

Name: Milhouse Children's Services  
Address: 24077 State Highway 49  
Nevada City, CA 95959  
Phone: 530-265-9057

**CONTRACTING DEPARTMENT:** Mental Health

Service Requested: Residential services for minors with mental disorders  
Contract Term: Two Years Contract Value: \$268,000.00  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved: [Signature] Disapproved: \_\_\_\_\_ Date: 6/12/07 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

As to Form

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved: [Signature] Disapproved: \_\_\_\_\_ Date: 6/13/07 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

EL DORADO COUNTY COUNSEL  
2007 JUN -5 PM 4:10

RECEIVED  
HUMAN RESOURCES DEPT  
7 JUN 13 AM 10:45

# ORIGINAL

## AGREEMENT FOR SERVICES #691-S0711

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Milhous Children's Services, a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 24077 State Highway 49, Nevada City, CA 95959, (hereinafter referred to as "Contractor");

### WITNESSETH

**WHEREAS**, County has obtained twenty-four hour residential services for County-authorized minors with serious emotional problems (hereinafter referred to as "Clients") from Contractor under a separate agreement with El Dorado County Human Services Department; and

**WHEREAS**, County has determined that it is necessary to obtain Contractor to provide intensive day treatment, medical support services and crisis intervention to Clients for the Mental Health Department; and

**WHEREAS**, such agreements are authorized and provided for by the provisions of Section 5608 of the Welfare and Institutions Code; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provisions of these services provided by Contractor are in the public's best interest and that these services, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## **ARTICLE I**

**Scope of Services:** Contractor agrees to furnish licensed facilities, personnel and services necessary to provide the services set forth in Exhibit "A" marked "Program Description", incorporated herein and made by reference a part hereof.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2007 through June 30, 2009.

## **ARTILCL III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. Payment shall be made for actual services rendered and shall not be made for service units Clients did not attend or receive. Each claim shall describe the following: a) units of service by individual Client service, and b) dates of services detailed for each Client.

For the purposes of this Agreement, billing rates shall in accordance with Exhibit "B", marked "Milhous Children's Services Provisional Rates", incorporated herein and made part by reference hereof.

Contractor reserves the right to increase provisional rates over those listed in Exhibit "B" to reflect cost increases by giving the County thirty (30) days written notice of said change. Rate increases shall become effective upon written acceptance of rate changes by the Director of Mental Health or his/her designee.

Contractor shall not charge any patients or third party payors any fee for service unless directed to do so in writing by the County Mental Health Director at the time the patient is referred for services.

When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by the State Department of Mental Health. Charges shall approximate estimated actual cost.

Contractor will perform eligibility and financial determinations, in accordance with State Department of Health Uniform Method of Determining Ability to Pay, for all patients unless directed otherwise by the County Mental Health Director.

It is expressly understood and agreed between the parties hereto that the County shall make no payment for County-responsible patients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from County Mental Health Director or the Director's designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance coverage as outlined in ARTICLE XVIII hereof. County may provide retroactive authorization when special circumstances exist, as determined by the County Mental Health Director or the Director's designee.

In accordance with Title 9, California Administrative Code, Section 563, reimbursement for services under this Agreement shall be limited to persons who are unable to obtain private care. Such persons are those who are unable to pay for private care or for whom no private care is available within a reasonable distance from their residence.

Contractor agrees to offset claims submitted to the County for any reimbursements received on behalf of patients covered by this Agreement on the claims for the month in which the revenue was received, unless otherwise directed by the County Mental Health Director or designee. Claim for final payments must be submitted within sixty (60) days of the expiration date of this Agreement.

It is understood that any payments received from County for services rendered under this Agreement shall be considered as payment in full and Contractor cannot look to any other source for reimbursement for the units of service provided under this Agreement, except as stated above, or with specific authorization from the Mental Health Director or designee.

Contractor shall provide County an annual legal entity Cost Report, as prescribed by State Department of Mental Health in the Short-Doyle Medi-Cal cost report instructions, no later than ninety (90) days after termination of this Agreement. In addition to the annual Cost Report, Contractor will furnish County within sixty (60) days after receipt, a certified copy of an Audit Report from an independent CPA firm. This Audit Report will cover Contractor's fiscal year which most nearly coincides with County's fiscal year. The findings of the annual Cost Report shall be subject to an audit by County and State. The State of California may make such audits as it deems necessary for the purpose of determining reimbursement due County.

Final settlement will not exceed the Statewide Maximum Allowable (SMA) rate for each type of service, and will be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed County's total maximum obligation. If the SMA rate is adjusted during the contract term, the final settlement must not exceed the adjusted SMA rate. Contractor shall not claim expenditures to County, which are not reimbursable pursuant to applicable federal, State, and County laws, regulations and requirements. Any payments made by County to Contractor, which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by Contractor to County in cash within forty-five (45) days of submittal of the Cost Report or County may elect to reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

Audit Exceptions: Contractor agrees to accept responsibility for receiving, replying to, and complying with any audit exceptions by appropriate County, State or Federal audit agencies occurring as a result of its performance of this Agreement.

Contractor also agrees to pay to the County within 30 days of demand by County the full amount of the County's obligation, if any, to the State and/or Federal government resulting from any audit exceptions, to the extent such are attributable to the Contractor's failure to perform properly any of its obligations under this Agreement.

The total amount of this Agreement shall not exceed \$268,000.00 for the two (2) year period.

#### **ARTICLE IV**

**Clinical Review/Program Evaluation:** The County Mental Health Director or designee shall represent the County in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of the County, including authorization for admission, care, and discharge of all County responsible patients for whom reimbursement is provided under this Agreement.

Contractor shall permit personnel designated by the County Mental Health Director on its premises for the purpose of making periodic inspections and will furnish the County Mental Health Director with such information as the Director may require to evaluate fiscal and clinical effectiveness of the services being rendered.

Formal evaluation of the program will result in a written report to the Contractor within fifteen (15) working days of the conclusion of the evaluation. Any report that results from a site visit will be submitted to the Contractor within fifteen (15) working days of the site visit. Contractor may submit a written response within fifteen (15) working days of receipt of report and such response will be part of the official report.

#### **ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VI**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## **ARTICLE VII**

**Applicable Laws and Regulations:** Contractor shall provide services in accordance with all applicable State and Federal statutes, regulations, and case law, including but not limited to Title XIX of the Social Security Act and Titles 9 and 22, California Administrative Code, hereinafter referred to as "Code", as well as all future changes or amendments to each of the preceding, and the State of California Department of Mental Health Cost Reporting/Data Collection System, as it pertains to Negotiated Rate contracts, and Short-Doyle Medi-Cal policies, as defined in DMH Letters and Cost Report instructions.

Contractor will, in cooperation with County, comply with Sections 5718(a)(1) of California State Welfare and Institutions Code and obtain a certification of patient's eligibility for mental health services under the California Medical Assistance Program.

Contractor warrants that it and all its employees have all necessary licenses and/or permits required by the laws of the United States, the State of California, County of El Dorado, and all other appropriate governmental agencies, and agrees to maintain these licenses and/or permits in effect for the duration of this Agreement. Failure to maintain these licenses and/or permits shall constitute grounds for the termination of this Agreement by County.

## **ARTICLE VIII**

**Confidentiality:** The parties to this Agreement will comply with applicable laws and regulations, including but not limited to Section 5328 et seq. And Section 14100.2 of the Welfare and Institutions Code and Title 42, CFR, Section 431.300 et seq., and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regarding the confidentiality of Client information.

The identities of patients and the complete medical records of the patients shall remain the sole and exclusive property of County and shall not be disclosed by Contractor or any of its employees, and are subject to the new electronic transmission format standards required by HIPAA.

The Contractor will protect from unauthorized disclosure, names and other identifying information concerning beneficiaries receiving services pursuant to this Agreement except for statistical information. The Contractor will not use identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

The Contractor will not disclose, except as otherwise specifically permitted by state and federal laws and regulations or this Agreement, or authorized by the Client, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with state and federal laws.

For purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned to the individual.

## **ARTICLE IX**

**Nondiscrimination:** Consistent with the requirements of applicable federal or state law, the Contractor will not engage in any unlawful discriminatory practices in the admission of Clients, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

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

Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a Client.

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

## **ARTICLE X**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Any assignment or delegation of this Agreement in absence of County's express written consent will be void.

## ARTICLE XI

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## ARTICLE XII

**Records/Inspection and Audit:** Contractor shall maintain proper clinical and fiscal records relating to patients served under the terms of this Agreement, as required by the County Mental Health Director, the State Department of Mental Health, and all applicable State and Federal statutes and regulations.

Records on each individual patient shall include but not be limited to admission records, diagnostic studies and evaluations, patient interviews and progress notes, and records of services provided by the various professional personnel, and such records shall be maintained in sufficient detail to make possible an evaluation of services provided and to meet State Department of Mental Health claiming requirements. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment under this Agreement, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonable have information related to such records.

Contractor shall make all of its books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination or copying by the County, the State Department of Mental Health, the Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at the Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the State's fiscal year in which this Agreement was in effect.

Contractor shall keep and maintain accurate accounting records of its salaries and employee benefit costs, operating expenses, and revenues received from any source during the period of this Agreement. Such books and records shall be open to inspection at any reasonable time by the County, the State Department of Mental Health, the Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives for at least four years after the final claim for services rendered under terms of this Agreement has been paid by County, or until audit findings are resolved. The Department of Health, Education and Welfare and the State Department of Health Services shall have the same rights of inspection for Medi-Cal services.

Contractor will allow the County, the State Department of Mental Health Services, the State Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect, evaluate and audit any and all books, records, and facilities maintained by the Contractor and subcontractors, pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement, including work papers, reports, financial records and books of account, Client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Agreement, the Contractor will furnish any such record, or copy thereof, to the State Department of Mental Health Services or Health and Human Services. Authorized agencies will maintain the confidentiality of such books and records in accordance with applicable laws and regulations.

Statistical records shall be maintained as required by the County Mental Health Director and the State Department of Mental Health on forms furnished by said Department or by the County. All statistical data or information requested by the County Mental Health Director shall be provided by Contractor.

All reports, information, data, work product, findings, and conclusions furnished to or collected, prepared, assembled, and/or made by Contractor and Contractor's agents under this Agreement ("Work Product") shall be the property of the County, shall be confidential until County makes the Work Product available for public inspection, and shall not be made available by the Contractor to any person or entity or published by the Contractor without the prior written authorization of the County.

The Contractor shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the Agreement (Government Code, section 8546.7), and shall be subject to the examination and audit of the State of California Auditor General for a period of three years after final payment under this Agreement.

### **ARTICLE XIII**

**Unusual Occurrences:** Contractor shall report unusual occurrences to the County Mental Health Director or the Director's designee. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including but not limited to physical injury and death.

Unusual occurrences are to be reported to the County within five (5) calendar days of event or as soon as possible after becoming aware of the unusual event. Reports are to include the following elements:

1. Complete written description of event including outcome;
2. Written report of Contractor's investigation and conclusions;
3. List of persons directly involved and/or with direct knowledge of event.

The County and the State of California, Department of Mental Health, retain the right to independently investigate unusual occurrences with the cooperation of the Contractor.

#### **ARTICLE XIV**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County's obligations under this Agreement are contingent upon the availability of Bronzan-McCorquodale Act funds for reimbursement of the State's share of County expenditure. It is the intent of the parties that the County shall not be obligated to Contractor for more than it receives in State reimbursement and the minimum statutory obligation of County share funds as specified in Division 5, Welfare and Institutions Code. Consequently, in the event that State reimbursement is terminated or reduced, this Agreement may be terminated or be proportionately reduced accordingly, upon County's written notice to Contractor.

In the event of termination of this Agreement prior to specified duration or in the event of non-renewal of contract services between Contractor and County, Contractor shall declare to County any and all accounts receivable for Short Doyle/Medi-Cal and other County-responsible patients and assign to County billings to all patients and/or payors for services rendered patients for which claims have been or are being made to County for reimbursement.

#### **ARTICLE XV**

##### **Default, Termination and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.
- E. Should the County or the California State Department of Mental Health make a determination that Contractor is not complying with the requirements of law or State regulations in regards to staffing requirements or services resulting in loss of reimbursement to County for contract expenditures to Contractor, this Agreement shall be void and of no force and effect whatsoever from the date the County or State make the foregoing determination which results in loss of reimbursement.

#### **ARTICLE XVI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
MENTAL HEALTH DEPARTMENT  
344 PLACERVILLE DRIVE, SUITE 20  
PLACERVILLE, CA 95667  
ATTN: DARRYL KECK, CHILDREN'S SERVICES PROGRAM MANAGER

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

MILHOUS CHILDREN'S SERVICES  
24077 STATE HIGHWAY 49  
NEVADA CITY, CA 95959  
ATTN: DICK MILHOUS

or to such other location as the Contractor directs.

## **ARTICLE XVII**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **ARTICLE XVIII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

#### **ARTICLE XIX**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XX**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XXI**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXII**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXIII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

**ARTICLE XXIV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Darryl Keck, Children's Services Program Manager, Mental Health Department, or successor.

**ARTICLE XXV**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXVI**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXVII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXVIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Darryl Keck Dated: 6-21-07  
Darryl Keck  
Children's Services Program Manager  
Mental Health Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: John Bachman Dated: 6/25/07  
John Bachman  
Director  
Mental Health Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

-- CONTRACTOR --

Dated: ' \_\_\_\_\_

MILHOUS CHILDREN'S SERVICES, INC.,  
A CALIFORNIA CORPORATION

By: Teresa Petrie  
Richard Milhous, Executive Administrator  
"Contractor"

Teresa Petrie  
CEO, ASST.

## EXHIBIT A Program Description

**CASE MANAGEMENT** services are activities provided to assist clients to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other needed community services for clients. These activities may include:

- A. **Consultation:** Inter-agency and intra-agency consultation (or collaboration) regarding the client's care. This activity involves people in professional relationships with the client, e.g. CPS worker, probation officer, teacher, mental health staff, pediatrician. [Supervision is **NOT** billable to case management consultation.]
- B. **Linkage:** Locating and securing for the client needed services and resources in the community. **Examples:** linking a client with funding (SSI, Medi-Cal, etc.), medical/dental care, education, vocational training, parenting classes, etc... This is normally a one-time activity, e.g. locating a low-cost dentist and linking a client with the provider of dental care.
- C. **Access:** Activities related to assisting a client to access mental health services. **Example:** Phoning Dial-A-Ride (or a relative or a Board and Care operator) on behalf of a client unable to arrange transportation on their own due to mental illness and impairment in functioning. **Example:** providing interpretation and identification of cultural factors on behalf of a client during a medication evaluation appointment. [Interpretation, in and of itself, is not a billable service.]
- D. **Placement:** Locating and securing appropriate living environment for the client (can include pre-placement visits, placement, and placement follow-up). Case management **placement** can also be billed while a client is in an acute psychiatric hospital, when the client is within 30-days of discharge, but only if the living environment at discharge from the hospital is in question or has yet to be determined.

**COLLATERAL** is a service activity involving a significant support person in a client's life with the intent of improving or maintaining the mental health status of the client. The client may or may not be present for this service activity. A "support person" is someone in a non-professional relationship with the client.

**FAMILY (therapy or rehab)** is a therapeutic or rehabilitative activity with a client and their family. "Family" is defined by the client, and includes biological, adopted, foster, and extended family members. "Family" may be understood in a non-traditional manner, e.g. residents at a Board and Care facility.

**ASSESSMENT:** is a service which may include a clinical analysis of the history and current status of a client's mental, emotional, or behavioral disorder, and diagnosis. Assessment can also include an appraisal of the client's community functioning in several areas which may include living situation, daily activities, social support systems, and health status. Relevant cultural issues are to be addressed in all assessment activities.

**INDIVIDUAL (therapy or rehab):**

**Therapy:** A therapeutic intervention that focuses primarily on symptom reduction as a means to decrease functional impairments. Therapy can only be delivered and billed for by a clinician for whom therapy is within their scope of practice.

**Rehabilitation:** A service that may include assistance in improving, maintaining, or restoring a client's functional skills. These include daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and/or building a support system.

**GROUP (therapy, rehab or collateral):**

**Therapy:** A therapeutic intervention delivered to a group of clients that focuses primarily on symptom reduction as a means to decrease functional impairments. Therapy can only be delivered and billed for by a clinician for whom therapy is within their scope of practice.

**Rehabilitation:** A service delivered to a group of clients which may include assistance in improving, maintaining, or restoring functional skills. These include daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and/or building a support system.

**MEDICATION SUPPORT SERVICES:** These service activities include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. Activities may also include assessment/evaluation, med injections, collateral, and case management as these activities relate to Medication Support Services. These services can only be provided and billed for by medical doctors, family nurse practitioners, physician assistants, nurses, and psychiatric technicians.

**CRISIS INTERVENTION** is an emergency response service enabling the client to cope with a crisis, while maintaining her/his status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the client's need for immediate service intervention in order to avoid the need for a higher level of care. Crisis Intervention services are limited to stabilization of the presenting emergency. The emergency may or may not conclude with acute hospitalization.

**THERAPEUTIC BEHAVIORAL SERVICES (TBS)** provide short-term one-to-one assistance to children or youth under the age of 21 who have behaviors that put them at risk of losing their placement. It has been determined that it is highly likely that without TBS the minor may need a higher level of care, or that the minor may not successfully transition to a lower level of care. TBS can be provided at home, in a group home, in the community, and during evening and weekend hours as needed. The minor must have a current Client Plan and be receiving other specialty mental health services concurrent with TBS. Authorization of TBS services happens separately from authorization of other Specialty Mental Health services.

**PLAN DEVELOPMENT** is a service activity that consists of working with the client and others in their support system to develop the Client Plan. May also include the process of getting the client plan approved and services authorized, e.g. presenting a case to the authority in charge of authorizing services. Attendance at an IEP may be billed to Plan Development if the progress note documents the staff person's participation in the IEP regarding planning MH services that will better allow the student to achieve academically.

**PARENT PARTNER** Non-MediCal reimbursable SB163 services or activities provided by the Parent Partner

**SB163** Non-MediCal reimbursable SB163 services or activities, authorized by County Department of Human Services (DHS)

**SERVICE REQUIREMENTS FOR DAY TREATMENT INTENSIVE AND DAY REHABILITATION**

In addition to meeting the requirements of Title 9, California Code of Regulations (CCR), Sections 1840.318, 1840.328, 1840.330, 1840.350, and 1840.352, and State Department of Mental Health Notification Letter No. 02-06, providers of day treatment intensive and day rehabilitation shall include the following minimum service components in day treatment intensive or day rehabilitation:

- A. Community meetings, which mean meetings that occur at a minimum once a day, but may occur more frequently as necessary, to address issues pertinent to the continuity and effectiveness of the therapeutic milieu that may, but are not required to be part of the continuous therapeutic milieu; actively involve staff and clients; for day treatment intensive, include a staff person whose scope of practice includes psychotherapy; for day rehabilitation, include a staff person who is a physician; a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; a registered nurse, a psychiatric technician, a licensed vocational nurse, or a mental health rehabilitation specialist; address relevant items including, but not limited to what the schedule for the day will be, any current event, individual issues clients or staff wish to discuss to elicit support of the group, conflict resolution within the milieu, planning for the day, the week, or for special events, old business from previous meetings or from previous day treatment experiences, and debriefing or wrap-up.
- B. A therapeutic milieu, which means a therapeutic program that is structured by the service components described in subsections a. and b. below with specific activities being performed by identified staff; takes place for the continuous scheduled hours of operation for the program (more than four hours for a full-day program and a minimum of three hours for a half-day program); includes staff and activities that teach, model and reinforce constructive interactions; includes peer and staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress; involves clients in the

overall program, for example, by providing opportunities to lead community meetings and to provide feedback to peers; includes behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention.

**The therapeutic milieu service components described in subsections 1) and 2) below shall be made available during the course of the therapeutic milieu for at least a weekly average of three hours per day for full-day programs and an average of two hours per day for half-day programs. (For example, a full-day program that operates five days per week would need to provide a total of 15 hours for the week; a full-day program that operates for seven days a week would need to provide a total of 21 hours for the week.)**

**1) Day Rehabilitation shall include:**

- a) Process groups, which are groups facilitated by staff to help clients develop the skills necessary to deal with their individual problems and issues by using the group process to provide peer interaction and feedback in developing problem-solving strategies and to assist one another in resolving behavioral and emotional problems. Day rehabilitation may include psychotherapy instead of process groups or in addition to process groups.
- b) Skill building groups, which are groups in which staff help clients to identify barriers related to their psychiatric and psychological experiences and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and to increase adaptive behaviors.
- c) Adjunctive therapies, which are non-traditional therapies in which both staff and clients participate that utilize self-expression (art, recreation, dance, music, etc.) as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able to utilize the modality to develop or enhance skills directed towards client plan goals.

**2) Day Treatment Intensive shall include:**

- a) Skill building groups and adjunctive therapies as described in subsection 1) b and c above. Day Treatment Intensive may also include process groups as described in subsection 1) a above.
- b) **Psychotherapy, which means the use of psychosocial methods within a professional relationship to assist the client or clients**

**to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individuals, groups, or communities in respect to behavior, emotions, and thinking, in respect to their intrapersonal and interpersonal processes. Psychotherapy shall be provided by licensed, registered, or waived staff practicing within their scope of practice.**

- C. An established protocol for responding to clients experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the client's urgent or emergency psychiatric condition (crisis services). If clients will be referred to crisis services outside the day treatment intensive or day rehabilitation program, the day treatment intensive or day rehabilitation staff shall have the capacity to handle the crisis until the client is linked to the outside crisis services.
- D. A detailed weekly schedule that is available to clients and, as appropriate, to their families, caregivers or significant support persons. The detailed schedule will be a written weekly schedule that identifies when and where the service components of program will be provided and by whom. The written weekly schedule shall specify the program staff, their qualifications, and the scope of their responsibilities.
- E. Staffing ratios that are consistent with the requirements in Title 9, CCR, Sections 1840.350 and 1840.352, and, for day treatment intensive, that include at least one staff person whose scope of practice includes psychotherapy.

Program staff may be required to spend time on Day Treatment Intensive and Day Rehabilitation activities outside the hours of operation and therapeutic milieu, e.g., time for travel, documentation, and caregiver contacts. These Day Treatment Intensive and Day Rehabilitation activities are included in the day rate and are not to be billed separately from, or in addition to the day rate.

The Contractor shall require that at least one staff person is present and available to the group in the therapeutic milieu for all scheduled hours of operation.

The Contractor shall require that if Day Treatment Intensive or Day Rehabilitation staff are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program), a clear audit trail is documented by the provider. The Contractor shall require that there be documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.

- F. An expectation that the beneficiary will be present for all scheduled hours of operation for each day. When a beneficiary is unavoidably absent for some part of the hours of operation, the Contractor shall ensure that the provider receives Medi-Cal reimbursement for Day Treatment Intensive and Day Rehabilitation for an individual beneficiary only if the beneficiary is present for at least 50 percent of the scheduled hours of operation for that day.
- G. At least one contact, face-to-face or by an alternative method (e.g., e-mail, telephone, etc.) per month with a family member, caregiver or other significant support person identified by an adult client, or one contact per month with the legally responsible adult for a client who is a minor. Adult clients may choose whether or not this service component is done for them. The contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration. It is expected that this contact will occur outside hours of operation and the therapeutic milieu for Day Treatment Intensive and Day Rehabilitation, and not be billed for separately, or in addition to the day rate.

#### **Billable Service Definitions**

- A. **Beneficiary** as defined in California Code of Regulation Title 9, Chapter 11, Section 1810.205 means any person who is certified as eligible under the Medi-Cal Program according to Title 22, Section 51001.
- B. **EPSDT** refers to Early and Periodic Screening, Diagnosis and Treatment of eligible Medi-Cal beneficiaries as funded, administered and regulated by the Federal and State governments, with specific reference to Short/Doyle Medi-Cal services provided to any beneficiary under the age of 21 with non-restricted Medi-Cal eligibility.
- C. **Medi-Cal Statewide Maximum Allowance (SMA)** means the maximum reimbursement rate set by the State for Medi-Cal funded mental health services in the State of California.
- D. **Provisional Rate** means the projected cost of services less the projected revenues. This rate shall be based upon historical cost and actual cost data provided by the CONTRACTOR to the COUNTY in the cost report. Provisional rates shall approximate the actual costs. Costs of services shall not exceed the Statewide Maximum Allowance (SMA). If at any time during the term of the contract the SMA rate is lowered to an amount below the provisional rate, the provisional rate must immediately be reduced to the new SMA rate.

#### **SCOPE AND QUALITY OF SERVICES TO BE PROVIDED BY CONTRACTOR**

- A. **Values and Vision:** The CONTRACTOR shall abide by the El Dorado Mental Health Plan's goal of creating a "best practice" service delivery model for Mental Health, within available budget resources that will meet the critical mental health needs of El Dorado County residents. Central to this goal is a commitment to collaborative planning

among the Mental Health Providers, consumers, their families, and the Mental Health Plan. Principles guiding this effort include:

- Cultural competence throughout the system
- Age appropriate services for children, young adults, adults, and seniors
- A single point of coordinated care for each client
- Client and family involvement in service planning
- Geographically accessible, community-based services
- Patients' Rights advocacy and protection

**B. Medical Necessity** for EPSDT Specialty Mental Health Services is to be met continuously by the beneficiary for the duration of provision of services. Eligibility for EPSDT Specialty Mental Health Services is established by completion of an assessment with the beneficiary and their family. The assessment must establish **Medical Necessity** defined as follows by the State Department of Mental Health: **Medical Necessity** is the principal criteria by which the Mental Health Plan decides authorization and/or reauthorization for covered services. Medical Necessity must exist in order to determine when mental health treatment is eligible for reimbursement under Plan benefits.

### **Eligibility For Mental Health Treatment (A, B and C must be present)**

#### **A. Diagnostic Criteria**

Must have one of the following DSM IV diagnoses, which will be the focus of the intervention being provided.

#### **Included Diagnoses:**

- Pervasive Developmental Disorder, except Autistic Disorder which is excluded.
- Attention Deficit and Disruptive Behavior Disorders
- Feeding and Eating Disorders of Infancy or Early Childhood
- Elimination Disorders
- Other Disorders of Infancy, Childhood, or Adolescence
- Schizophrenia and Other Psychotic Disorders
- Mood Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identity Disorders
- Eating Disorders
- Impulse-Control Disorders Not Otherwise Specified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality Disorder
- Medication-Induced Movement Disorders

#### **Excluded Diagnoses:**

- Mental Retardation

- Learning Disorders
- Motor Skills Disorder
- Communication Disorders
- Autistic Disorders (Other Pervasive Developmental Disorders are included)
- Tic Disorders
- Delirium, Dementia, and Amnesic and Other Cognitive Disorders
- Mental Disorders Due to a General Medical Condition
- Substance-Related Disorders
- Sexual Dysfunctions
- Sleep Disorders
- Antisocial Personality Disorder
- Other conditions that may be a focus of clinical attention, except medication induced movement disorders which are included

**A beneficiary may receive services for an included diagnosis when an excluded diagnosis is also present.**

**B. Impairment Criteria**

Must have 1,2, or 3 (at least one) of the following as a result of the mental disorder(s) identified in the diagnostic (“A”) criteria:

1. A significant impairment in an important area of life functioning, or
2. A probability of significant deterioration in an important area of life functioning, or
3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. (Children covered under EPSDT qualify if they have a mental disorder which can be corrected or ameliorated, current DHS EPSDT regulations also apply).

**C. Intervention Related Criteria**

Must have all: 1,2, and 3 below:

1. The focus of proposed interventions is to address the condition identified in impairment criteria “B” above, and
2. It is expected the beneficiary will benefit from the proposed intervention by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning, and/or for children it is probable the child will progress developmentally as individually appropriate (or if covered by EPSDT can be corrected or ameliorated), and
3. The condition would not be responsive to physical healthcare based treatment.

EPSDT beneficiaries with an included diagnosis and a substance related disorder may receive specialty mental health services directed at the substance use component. The intervention must be consistent with, and necessary to the attainment of, the specialty mental health treatment goals.

**GENERAL PROGRAM AND SERVICE REQUIREMENTS**

- A. CONTRACTOR shall provide comprehensive specialized mental health services, as defined in the California Code of Regulations Title 9, Chapter 11, to children

and youth who meet the criteria established in, and in accordance with, the El Dorado County Mental Health Plan (MHP).

- B. CONTRACTOR shall obtain written pre-authorization for all mental health services from the El Dorado County Quality Improvement Unit. Services rendered by CONTRACTOR without pre-authorization shall not be reimbursed.
- C. CONTRACTOR shall adhere to guidelines in accordance with Policy and Procedures issued by the El Dorado County Quality Improvement Unit.
- D. CONTRACTOR shall not accept a referral for a child/youth if s/he cannot be offered an appointment to be seen within ten (10) business days.
- E. CONTRACTOR shall screen 100% of referred children/youth for Medi-Cal eligibility monthly for all children/youth receiving services. The eligibility screening shall include verifying El Dorado County as the responsible County, and assessing for valid full scope aid codes.
  - 1. If the child/youth becomes ineligible for Medi-Cal, CONTRACTOR shall take the necessary steps to ensure the timely re-instatement of Medi-Cal eligibility.
  - 2. If the child/youth is not Medi-Cal eligible, CONTRACTOR shall screen the child for Healthy Families eligibility and assist the child and family with the Healthy Families application and eligibility process.
- F. CONTRACTOR shall screen 100% of referred Healthy Families beneficiaries for Healthy Families eligibility upon receipt of referral and monthly thereafter.
- G. CONTRACTOR shall use the Uniform Method of Determining Ability to Pay (UMDAP), also referred to as "Client Registration", established by the State Department of Mental Health to determine the personal financial liability of all children/youth.
  - 1. CONTRACTOR shall explain the financial obligations to the family/care-provider and child/youth at the time of the first visit.
  - 2. CONTRACTOR shall, if the family requests, complete a Request for UMDAP Fee Reduction/Waiver and submit to the COUNTY, for families with significant financial issues. CONTRACTOR shall notify the financially responsible party that they remain financially responsible until otherwise stated in writing from the COUNTY. Screening for Healthy Families eligibility and enrollment is required before an UMDAP Fee Reduction/Waiver would be considered.
- H. CONTRACTOR shall provide Chapter 26.5 (Government Code) services in accordance with Government Code Sections 7572.5, 7576, 7582, 7585, and 7586.
  - 1. CONTRACTOR shall coordinate with El Dorado County Quality Improvement Unit to include tracking Chapter 26.5 status and notification of

all changes to the level of services for all Chapter 26.5 eligible children and youth.

2. CONTRACTOR shall attend Individualized Education Program (IEP) Team Meetings.
- I. CONTRACTOR shall collaborate with all parties involved with the child and family including but not limited to parents, schools, doctors, social services, Alta Regional, Alcohol and Drug Division, and Probation. CONTRACTOR shall provide referral and linkages as appropriate.
- J. CONTRACTOR shall involve child/parents/caregivers/guardian in all treatment planning and decision-making regarding the child's services as documented in the child/youth's Treatment Plan.
- K. CONTRACTOR shall provide clinical supervision to all treatment staff in accordance with the State Board of Behavioral Sciences and State Board of Psychology.
- L. CONTRACTOR shall attend COUNTY sponsored Provider Meetings and other work groups as requested.
- M. CONTRACTOR shall provide clients with a copy of the El Dorado County Mental Health Plan Grievance and Appeal brochures and "Guide to Medi-Cal Mental Health Services". If requested, CONTRACTOR shall assist clients/families in the Grievance or Appeal process outlined in the above referenced documents.
- N. CONTRACTOR shall complete all Performance Outcomes requirements in accordance with the State Department of Mental Health, and El Dorado County Mental Health Department.
- O. CONTRACTOR shall adhere to the guidelines in accordance with policies and procedures issued by COUNTY Quality Improvement Unit including but not limited to:
  1. CONTRACTOR shall complete all chart documentation as defined in the Quality Improvement Unit.
  2. CONTRACTOR shall participate in all COUNTY required Utilization Reviews.
  3. CONTRACTOR shall conduct their own internal Utilization Review.
  4. CONTRACTOR shall comply with audit requests by the COUNTY.
- P. CONTRACTOR is prohibited from using any unconventional mental health treatments on children. Such unconventional treatments include, but are not limited to, any treatments that violate the children's personal rights as provided in Title 22,

Division 6, Chapter 1, Section 80072(3) of the California Code of Regulations. Use of any such treatments by CONTRACTOR or any therapist providing services for CONTRACTOR shall constitute a material breach of this Agreement and may be cause for termination of this Agreement.

### **SERVICE REQUIREMENTS FOR OUTPATIENT**

A. CONTRACTOR shall provide a full range of quality mental health outpatient services to the child/youth and families/care providers individually, and in various combinations, as indicated by clinical need and reflected in the Treatment Plan. Services shall be provided in accordance with the El Dorado County Mental Health Plan.

1. Mental health services shall be provided to the individual child or youth, and may include family or significant support persons.
2. Services shall be provided anywhere in the community including home, school, office or other sites. Place of service shall enhance delivery and access to service. CONTRACTOR hours shall be flexible to include weekends and evenings to accommodate the family/care provider.
3. The length, type and duration of mental health services shall be defined in the Treatment Plan. Length of service will be based on clinical need as determined by the case carrying Clinician/Therapist/Service Coordinator in collaboration with the child/youth/family, but will not exceed the time authorized by El Dorado County Quality Improvement Unit on the Treatment Plan.
4. The client shall be defined as the authorized child/youth that is receiving mental health services from the CONTRACTOR. In cases where there is more than one (1) child/youth in the same family receiving mental health services, each child/youth is considered to be a separate client.

B. CONTRACTOR shall provide referrals and/or facilitate linkage to community social services for needs such as housing, food, clothing and transportation.

### **SERVICE REQUIREMENTS FOR SB 163 WRAPAROUND**

A. CONTRACTOR shall provide a full range of quality mental health services to the child/youth and families/care providers individually, and in various combinations, as indicated by clinical need and reflected in the Treatment Plan. Services shall be provided in accordance with the El Dorado County Mental Health Plan.

1. Mental health services shall include, but are not limited to therapy (individual and group), rehabilitation, collateral, plan development, case management, and crisis intervention services.
  2. Mental health services shall be provided to the individual child or youth, and are to include family and significant support persons.
  3. Services are to be provided anywhere in the community including home, school, office or other sites. Place of service shall enhance delivery and access to service. CONTRACTOR hours shall be flexible to include weekends and evenings to accommodate the family/care provider.
  4. CONTRACTOR shall develop Treatment Plans to address the target behaviors causing impairment in functioning.
  5. The length, type and duration of mental health services shall be defined in the Treatment Plan or Reauthorization Assessment. Length of service will be based on clinical need as determined by the case carrying Clinician/Therapist/Service coordinator in collaboration with the child/youth/family, but will not exceed the length authorized.
- B. CONTRACTOR shall provide a comprehensive array of specialized mental health services, including flexible wraparound services, to eligible children and youth in accordance with the Department of Social Services All County Information Notice Number I-28-99.
  - C. CONTRACTOR shall provide Wraparound services to children and youth who are eligible for Medi-Cal, Title IV-E Waiver dollars, SB 1667 funds, or Chapter 26.5 services, and who meet the El Dorado County Mental Health Department target population criteria and would benefit from intensive Wraparound services.
  - D. Target population to be served is children and youth at risk of RCL 10/14 out of home care, or currently placed in RCL 10/14 care.
  - E. CONTRACTOR shall provide referrals and/or facilitate linkage to community social services for needs such as housing, food, clothing, and transportation
  - F. CONTRACTOR shall develop a Family Team that is comprised of family, friends, agency staff and people who are involved with the child and family to support the family. The Family Team shall determine service needs. The Family Team is to complete a strength-based assessment, along with a Family Team Plan that included a crisis plan, within 15 days of the referral.
  - G. CONTRACTOR shall be available 24 hours per day 7 days per week including holidays to provide: 1) Immediate face to face response to a crisis call, 2) Immediate support services to all family members, 3) Emergency Family Team meeting to revise safety plans as needed.
  - H. CONTRACTOR shall have a Policy and Procedure to address after-hours work and supervisor availability.

- I. CONTRACTOR shall incorporate all goals and objectives on the Individual Education Plan (IEP) related to the child/youth's mental health needs into the child/youth's Treatment Plan.
- J. Contractor will comply with quarterly and semi-annual reporting and satisfaction survey provision requirements as described in the Facilitator Protocol binders.
- K. Contractor will provide Parent Partners for their Family Teams.

**SERVICE REQUIREMENTS FOR THERAPUETIC BEHAVIORAL SERVICES (TBS)**

- A. CONTRACTOR shall provide Therapeutic Behavioral Service (TBS) in accordance with the State Department of Mental Health guidelines, and as outlined in the El Dorado County Mental Health Plan.
- B. CONTRACTOR shall develop the TBS Client Plan in order to provide an array of individualized, one-to-one services that target behaviors or symptoms which jeopardize existing placements, or which are barriers to transitioning to a lower level of residential placement.
- C. CONTRACTOR shall ensure that services are available at times and locations that are convenient for parents/care providers and acceptable to the child/youth.
- D. CONTRACTOR shall develop a Transition Plan at the inception of TBS.
  - 1. The Transition Plan shall outline the decrease and/or discontinuance of TBS when they are no longer needed, or appear to have reached a plateau in effectiveness.
  - 2. When applicable, CONTRACTOR shall include a plan for transition to adult services when the child/youth turns twenty-one (21) years old, and is no longer eligible for TBS.
- E. CONTRACTOR shall provide services at any community location not otherwise prohibited by regulations. These may include homes, foster homes, group homes, after school programs, and other community settings.
- F. CONTRACTOR shall incorporate all goals and objectives on the IEP related to the child/youth's mental health needs into the child/youth's TBS client plan when appropriate.
- G. CONTRACTOR shall provide the number of service hours to the child/youth as indicated on the TBS client plan. Service hours shall not exceed twenty four (24) hours on any given day.
- H. CONTRACTOR shall comply with all TBS policies and procedures developed by the El Dorado Mental Health Department.

- I. CONTRACTOR shall comply with all State Department of Mental Health (DMH) letters related to TBS readily available on the DMH website.

## Exhibit B

### Milhou's Children's Services Provisional Rates

SERVICES	FY2007-2008 SMA
Day Treatment Intensive-Full Day	\$208.10
Crisis Intervention	\$3.99 per minute
Mental Health Services	\$2.68 per minute
Medication Support	\$4.96 per minute