

AGREEMENT FOR SERVICES #179-S1611
Specialty Mental Health Services for Minors

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 Summitview Child & Family Services, Inc., a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations, Section 1.501 (c) (3) commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 670 Placerville Dr. Suite 2, Placerville, CA 95667 and whose Agent for Service of Process is Anna Gleason, 670 Placerville Dr. Suite 2, Placerville, CA 95667 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, the County has contracted with the State to serve as the Mental Health Plan (MHP) for the County of El Dorado. As the MHP, there are mandated services required of the County, including but not limited to outpatient Specialty Mental Health Services (SMHS) for children and youth; and

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide twenty-four (24) hour outpatient Traditional Specialty Mental Health Services, Mental Health Services Act (MHSA) Youth and Family Full Service Partnership and MHSA Enhanced Foster Care Services for County-authorized children and youth identified as Seriously Emotionally Disturbed (hereinafter referred to as "child/youth", "children/youth", "Client" or "Clients") who meet the criteria set forth in Welfare and Institutions Code (WIC) Section 5600.3(a) and California Code of Regulations Title 9, Division 1, on an "as requested" basis for the Health and Human Services Agency, Mental Health Division; and

WHEREAS, the target population for the services herein includes children and youth up to the age of 18 years and adults 18-21 years of age if still attending secondary school, identified as Seriously Emotionally Disturbed who meet the criteria set forth in WIC § 5600.3(a) and California Code of Regulations, Title 9, Division 1; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the outpatient Traditional Specialty Mental Health Services for children and youth 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 provision 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 Section 31000;

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

ARTICLE I SCOPE OF SERVICES

A. Purpose

To provide strength-based, culturally competent, flexible, child/youth-centered, family driven, effective quality mental health services to all eligible children and youth beneficiaries, to include those with serious emotional disturbance, and at-risk eligible children and youth, as defined by the El Dorado County Health and Human Services Agency, Mental Health Division (MHD).

B. General Program and Service Requirements

1. The purpose of the SMHS program is to provide Medi-Cal eligible children, youth, and their families with outpatient mental health services. This program maintains the capacity to retain clients in services when their clinical needs are subject to an increase or a decrease in service intensity for SMHS. By allowing this flexibility within the program, children, youth, and their families are able to retain their relationship with their service provider and are not required to transfer to another outpatient program as their needs fluctuate or change. The provision of SMHS will consist of a well-defined planning and service delivery methodology, with the following services included as key components of the program.
2. Contractor shall provide Day Rehabilitation services as defined in Title 9, California Code of Regulations (CCR) Rehabilitative and Developmental Services, Sections 1810.213 and 1810.212;
3. Contractor shall provide comprehensive specialized mental health services, as defined in the California Code of Regulations (CCR) Title 9, Chapter 11, to children and youth, ages 0-21, who meet the criteria established in, and in accordance with, the El Dorado County Mental Health Plan (MHP).
4. Contractor shall abide by all applicable state, federal, and county laws, statutes, and regulations, including but not limited to the Bronzan-McCorquedale Act (Welfare and Institutions Code, Divisions 5, 6, and 9, Sections 5600 et seq., and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Mental Health Policy Letters, and Title 42 of the Code of Federal Regulations (CFR), Section 434.6 and 438.608, in carrying out the requirements of this Agreement.

5. Contractor shall comply with all Policies and Procedures adopted by County to implement federal/state laws and regulations.
6. Contractor shall follow MHD Outpatient SMHS Protocol. The current Outpatient SMHS Protocol is attached to this Agreement as Exhibit A. County Contract Administrator will provide Contractor with updated Outpatient SMHS Protocol within seven (7) days of the revision date. Revisions to the Outpatient SMHS Protocol will not require an amendment to this Agreement and will be effective upon receipt of the revised Outpatient SMHS Protocol by Contractor or the effective date identified on the revised Outpatient SMHS Protocol, whichever is sooner. Said revisions to the Outpatient SMHS Protocol shall become part of this Agreement upon acknowledgment in writing by the Contractor, and no further amendment of the Agreement shall be necessary provided that changes to the Outpatient SMHS Protocol do not conflict with any other provisions of this Agreement.
7. Contractor shall comply with the requirements mandated for culturally competent services to diverse populations as outlined in the El Dorado County Health and Human Services Agency, Mental Health Division, Cultural Competence Plan, including all amendments thereto, and 42 CFR Sections 438.10-438.812, as currently written or as amended or replaced thereafter, as if fully set forth herein.
8. Families will have a high level of decision-making power and be encouraged to use their natural supports. Services will begin with the end of services in mind toward the goal of wellness. Services will be provided in collaboration with those individuals and agencies involved with the child/youth.
9. Contractor shall serve all children/youth admitted to each program by the MHD. If the program's actual number of clients served exceeds the Maximum Slot Capacity by ten percent (10%) or more, Contractor shall adjust proportionately the services provided, while accounting for each child/youth's current clinical needs.
10. Contractor shall obtain written authorization for ongoing mental health services from the MHD for all children/youth who meet medical necessity and continue in service beyond the initial Treatment Plan. Services rendered by Contractor without prior written authorization, unless otherwise specified from the MHD, shall not be reimbursed.
 - a. The client shall be defined as the MHD's authorized child/youth that is receiving mental health services from the Contractor. In cases in which there is more than one (1) child/youth in the same family receiving mental health services, each child/youth shall be a separate client.
 - b. The length, type, and duration of mental health services shall be defined in the Treatment Plan. Length of service shall be based on clinical need as determined by the case carrying Clinician in collaboration with the child/youth/family, but will not exceed the MHD authorization.
 - c. Mental health services shall be provided to the individual child/youth, and may include family or significant support persons.
11. Contractor shall not make any change in the program including but not limited to slot capacity, service changes, and/or staffing patterns as outlined in this Agreement without the prior written consent of the County.
12. Contractor shall notify the MHD of any/all changes in leadership staff within ten (10) days of change. Leadership staff includes but is not limited to Executive Director, Clinical/Program Director, Chief Fiscal Officer, Psychiatrist, and Chairperson of the Board of Directors.

13. Psychiatric and Medication Support Services: Psychiatric and Medication Support Services shall be provided in accordance with CCR, Title 9, Division 1.
 - a. Contractor shall only hire a Board Eligible or Board Certified (BE/BC) Child Psychiatrist, unless, with prior written approval, an exception is granted by County.
 - b. Contractor shall notify the MHD in writing when the waiting time to see a Psychiatrist exceeds sixty (60) days.
 - c. Contractor will maintain a policy and procedure addressing missed medication appointments, and submit any updates to their Contract Administrator for approval by County.
 - d. Pursuant to CCR, Title 9, Section 1810.225, "Medication Support Services" means those services that include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities may include but are not limited to evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the beneficiary. *Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code. Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.*
 - e. Pursuant to CCR, Title 9, Section 1840.346, "Medication Support Services shall be provided within the scope of practice by any of the following: (a) Physician (b) Registered Nurse (c) Licensed Vocational Nurse (d) Psychiatric Technician (e) Pharmacist (f) Physician Assistant" *Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Section 5778, Welfare and Institutions Code. Authority cited: Section 14680, Welfare and Institutions Code. Reference: Section 5778, Welfare and Institutions Code.*
14. Medi-Cal Eligibility:
 - a. If Contractor becomes aware that the child/youth is ineligible for full-scope Medi-Cal, Contractor shall notify the MHD prior to the child/youth's next appointment and refer the caregiver to the child/youth's Medi-Cal Eligibility Worker.
15. 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 Services, and Probation. Contractor shall provide referral and linkages as appropriate.
16. Contractor shall provide referrals and/or facilitate linkage to community social services for needs such as housing, food, clothing and transportation as may be appropriate based upon the child/youth's Treatment Plan.
17. Contractor shall involve child/youth/parents/caregivers/guardians, as appropriate, in all treatment planning and decision making regarding the child's services as documented in the child/youth's treatment plan.
18. Contractor shall ensure that families are offered training and given information that will support them in their roles as active, informed decision-makers for and with their children and adolescents.

19. Contractor shall insure that all staff accompanying a child/youth into the community as a part of mental health service delivery will maintain ongoing supervision and care for the child/youth throughout the service event, to include receiving the child/youth from and returning the child/youth to an appropriate responsible adult. Contractor shall develop and maintain a policy and procedure reflecting this requirement and submit any updates to the Contract Administrator.
20. Contractor shall adhere to the guidelines in accordance with policies, procedures and protocols issued by the MHD, including but not limited to:
 - a. Contractor shall complete all chart documentation as defined in the Outpatient SMHS Protocol.
 - b. Contractor shall participate in all County required Utilization Reviews.
 - c. Contractor shall conduct internal Utilization Review.
 - d. Contractor shall comply with audit requests by the County.
 - e. Contractor shall provide Clients with a copy of the El Dorado County MHP "What is a Grievance?" and "Grievance Form." Contractor shall follow the client grievance process outlined in the above referenced document.
 - f. Contractor shall provide Clients with the "Guide to Medi-Cal Mental Health Services," at the first appointment after receiving the Initial Authorization, at the time of re-assessment, and upon Client request. The "Guide to Medi-Cal Mental Health Services" can be accessed on the County Mental Health website, currently located at <http://www.edcgov.us/mentalhealth/> in the table titled "Resources" (Guide to Medi-Cal).
 - g. Contractor shall ensure that self-addressed envelopes and forms that may be used to file grievances, appeals, and expedited appeals, are available for beneficiaries to pick up at all sites without having to make a verbal or written request to anyone (CCR, Title 9, Division 1).
21. Contractor shall identify all transition age youth (TAY) due to age-out of Children's Mental Health Services and into Adult Mental Health Services. Contractor will initiate appropriate treatment referrals to the MHD to insure that mental health treatment linkages are in place, and will participate with the youth, MHD or designee staff, and other stakeholders in creating a plan that assures a successful transition. Transition planning will commence at least one (1) year prior to the TAY's anticipated transition from Children's Mental Health Services.
22. Treatment Plans:
 - a. Contractor shall develop individualized culturally appropriate Treatment Plans meeting the criteria set forth in the Outpatient SMHS Protocol.
 - i. The Mental Health Treatment Plan shall be developed in coordination with the child/youth, parent/ guardian, family, agency staff, and other natural and professional family supports as appropriate. In the case of a youth aged 18-21, parent, or legal guardian inclusion in treatment planning is not required and is at the discretion of the youth.
 - ii. Mental Health Treatment plans shall include the minimum required elements of a "Client Plan" as described in the County's MHP agreement with the California Department of Health Care Services, Exhibit A, Attachment I and as required by the Outpatient SMHS Protocol. Certain sections of the MHP Agreement are incorporated by reference herein; however, Contractor agrees to be responsible to

ensure all services are consistent and in accordance with said Agreement(s) in effect at the time services are provided, available at <http://www.edcgov.us/HHSAForContractors>.

- iii. The Mental Health Treatment Plan shall identify service needs, including referrals to appropriate community, social or health services.
 - iv. Treatment Plans shall be needs-driven rather than service-driven. Mental Health Treatment Plans must reflect strategies to facilitate the achievement of the goals of children, youth, and families served.
 - v. The plan is to be strength-based, reflecting the unique strengths, values, norms, and preferences of the child/youth and family as they relate to the child/youth's medical necessity.
 - vi. Mental Health Treatment Plans are to reflect the voice, choice, and prioritization of the child/youth and parent/guardian.
 - vii. Mental Health Treatment Plans are focused on normalization, creating a vision with the child/youth and his/her family of what constitutes a "normal" desired future for that child/youth and family.
 - viii. Mental Health Treatment Plans should maximize the use of informal family and community resources to meet child/youth and family needs. Informal supports are non-governmentally funded supports that occur naturally in the child/youth's environment, such as but not limited to relatives, clergy, neighbors, community-based organizations, etc.
 - ix. Mental Health Treatment Plans are to reflect identified needs in multiple life domains including, but not limited to, safety, family life, social and recreational opportunity, adequate housing, economic stability, educational or vocational success, health, legal concerns, psychological/emotional needs, and spiritual beliefs, as appropriate, that address the identified medical necessity impairments.
 - x. Mental Health Treatment Plans for each child/youth must include a plan to transition from Outpatient SMHS to community-based support.
 - xi. Mental Health Treatment Plans are to include proactive and reactive safety plans.
 - xii. The Mental Health Treatment Plan must be completed and returned to the MHD within thirty (30) days of the date of the authorization for the completion of a Treatment Plan.
- b. Contractor shall modify the Mental Health Treatment Plan when effectiveness or progress is not evident.
 - c. Contractor shall ensure services are adjusted to meet the changing needs of the child/youth and family. Contractor staff will maintain services for children/youth and families even when difficulties and challenges disrupt the Mental Health Treatment Plan. In the event a child/youth is determined by Contractor to need a higher level of services, Contractor shall notify the MHD, and the MHD may determine the child/youth needs to move to a higher level of service. In such situations, the MHD will make the final determination as to which service provider shall provide those services.
23. Re-Authorization of Services:
- a. Contractor shall review each Mental Health Treatment Plan a minimum of once every six (6) months to assess outcomes and update the Mental Health Treatment Plan. This process includes a review of the needs and strategies to support movement to the

- community, independence, the shift from formal to informal services and supports, and the transition to less intensive services or the adult service system.
- b. Contractor shall submit requests for reauthorization of a client by completing the documents specified in the Outpatient SMHS Protocol and submitting the documents to the MHD. Requests for reauthorization must be submitted within the thirty (30) days prior to authorization expiration. Prior to submitting the request for reauthorization to the MHD, a supervising clinician must confirm that the request for reauthorization is clinically indicated and that a copy of the completed and signed Treatment Plan is in the client's chart.
24. Crisis Intervention Services: Contractor shall be available 24 hours per day, 7 days per week including holidays to provide twenty-four (24) hour crisis intervention services in accordance with CCR, Title 9, Division 1 to children and youth currently being served, which shall include informing children/youth and their families whom to contact for emergency services when the Contractor's facility is closed. Contractor shall notify County Psychiatric Emergency Services upon referral of child/youth for crisis intervention requiring evaluation for Welfare and Institutions Code Section 5150.
- a. Crisis Intervention Services include, but are not limited to:
 - (1) Immediate face-to-face response to a crisis call, if clinically indicated.
 - (2) Immediate support services to all significant support people as related to the client's Treatment Plan.
 - (3) Emergency meeting to review safety plans and review and revise Treatment Plan, as appropriate.
 - b. Contractor's Crisis Intervention protocol shall include services for Crisis Intervention in accordance with CCR, Title 9, Division 1, or other SMHS necessary to address the Client's urgent or emergency psychiatric condition (crisis services) up to and including referral for Welfare and Institutions Code Section 5150 assessment. A copy of the Contractor's Crisis Intervention Protocol shall be submitted to the Contract Administrator.
 - c. The Crisis Intervention protocol shall ensure the availability of appropriately trained and qualified staff and include procedures for addressing crises and urgent needs that are agreed upon in writing by County and Contractor.
 - d. Pursuant to CCR, Title 9, 1810.209, "Crisis Intervention" means a service, lasting less than 24 hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral, and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348. *Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code. Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code*
 - e. Pursuant to CCR, Title 9, 1840.336, "Crisis Intervention may either be face-to-face or by telephone with the beneficiary or significant support persons and may be provided anywhere in the community." *Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Section 5778, Welfare and Institutions Code. Authority*

cited: Section 14680, Welfare and Institutions Code. Reference: Section 5778, Welfare and Institutions Code.

25. Child Protective services (CPS) Children/Youth: Contractor shall provide services to CPS-served children in accordance with the following requirements:
- a. Contractor shall complete the Treatment Plan within the authorized service period. A copy of the most recent assessment/reassessment and Treatment Plan shall be sent to the child/youth's CPS Social Worker, under confidential cover, within two (2) weeks of completion of the Treatment Plan.
 - b. Contractor shall provide a Discharge Summary to the CPS social worker whenever a CPS referred child is found not to meet medical necessity ("graduation") or otherwise discharged from services. The Discharge Summary will be provided within five (5) days of the completion of the medical necessity re-assessment or discharge from services.
 - c. Contractor shall provide a written Progress Report to the CPS social worker every ninety (90) days during the time in which the child/youth is receiving services.
 - d. Contractor shall provide a Termination Report to the child/youth's CPS Social Worker within fourteen (14) days of termination of mental health services.
 - e. Contractor shall submit a copy of the Treatment Plan to the CPS Social Worker within two (2) weeks of completion of the Treatment Plan when continued services are re-authorized by the MHD.
 - f. Contractor shall notify the CPS Social Worker within three (3) working days of receiving the referral.
 - g. Contractor shall notify the CPS social worker within five (5) working days for any of the following:
 - i. Child/youth has terminated counseling with Contractor.
 - ii. Child/youth, or his/her parent/legal guardian/caregiver, has failed to respond to Contractor's efforts to schedule an appointment.
 - h. Contractor shall notify the CPS Social Worker the same working day when the child/youth has missed a scheduled appointment without 24 hours prior notice to the Contractor.
 - i. In the event that Contractor is required by subpoena to testify in any matter arising out of or concerning this Agreement by any party other than County, Contractor shall not be entitled to any compensation from County for time spent or expense incurred in giving or preparing for such testimony, including travel time. Contractor must seek compensation from the subpoenaing party, and County shall not be liable if Contractor fails to receive compensation.
 - j. Contractor will provide services to CPS referred children/youth based on child welfare outcomes pertaining to safety, permanency, and well-being as per Welfare and Institutions Code Section 10601.2.
 - k. Contractor shall insure a licensed or license waived Clinician, as defined in the MHP, has the primary responsibility for carrying all CPS cases. Contractor may use unlicensed or non-waived staff in accordance with County guidelines to provide non-therapy services, including case management brokerage services and collateral contact services.

26. Contractor shall report any changes in program eligibility to the MHD.
27. Planned Discharge (Graduation): Contractor shall strive to demonstrate a graduation rate of fifty percent (50%) of unduplicated clients to community resources each fiscal year of this Agreement. For purposes of this Agreement, "graduation" shall mean planned discharge from Outpatient SMHS to community resources.
28. Contractor shall have representative staff attend County-sponsored Provider Meetings and other work groups as established and scheduled.
29. Contractor must submit to their Contract Administrator and be approved by the MHD any Evidenced Based Practices (EBPs) prior to implementation within an existing or as a new program.
30. Contractor is prohibited from using any unconventional mental health treatments. Such unconventional mental health treatments include, but are not limited to: Rebirthing Therapy, Holding Therapy, Quiet Play Program, Strong Sitting Time Out, Isolation, Wrapping, EMDR, Eco-Therapy, Theraplay and Reparative or Conversion Therapy for the purpose of altering a person's sexual orientation or gender identity. Such unconventional treatments also include, but are not limited to, any treatments that violate the children/youth'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 be grounds for immediate termination of the Agreement for cause pursuant to the Article titled, "Default, Termination and Cancellation."

C. Day Rehabilitation

1. Contractor shall provide a Day Rehabilitation program that at a minimum meets the administrative, staffing, programmatic and documentation requirements for half-day (up to four (4) hours) Day Rehabilitation program as set forth in Title 9, CCR and as further directed by the State (Department of Mental Health Information Notice 02-06) as currently interpreted or as amended during the term of this Agreement.
2. Services provided by Contractor that are subject to a Medi-Cal lockout due to Day Rehabilitation shall not be eligible for reimbursement from County.

D. Documentation and Notification of Events

1. Clinical Record: Contractor shall maintain adequate patient records, with a preference for an electronic clinical record, on each individual patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable federal, state, and county record maintenance requirements. Contractor shall ensure all written "Authorization for Services" documents shall become a part of the Client's clinical record.
 - a. Progress Notes: Progress notes must minimally contain the requirement elements to be an allowable Medi-Cal billable service, including but not limited to the following elements: the date and time the services were provided; the date and time the documentation was entered into the medical record; the amount of time taken to

- provide the services; the location of the intervention; the relevant clinical decisions and alternative approaches for future interventions; the specific interventions applied; how the intervention relates to the Client's mental health functional impairment and qualifying diagnosis; identify the Client's response to the intervention; document any referrals to community resources and other agencies (when appropriate); be signed by the person providing the service (or electronic equivalent) with the person's type of professional degree, licensure, or job title. A progress note must be written for every service contact.
- b. Discharge Summary: Claims for completing a discharge summary are not reimbursable. Reviewing a discharge summary with a Client for therapeutic purposes is a reimbursable service as long as it is clearly documented in the progress note.
 - i. Planned Discharge (Graduation): Contractor shall provide MHD a copy of the written Discharge Summary within fourteen (14) days following a planned discharge (graduation); and
 - ii. Unplanned Discharge: Contractor shall provide MHD a copy of the written Discharge Summary within thirty (30) days following the last date of service for unplanned discharges.
2. Notification of Events:
- a. Occurrences of a Serious Nature: Contractor shall notify Contract Administrator, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature. For the purpose of this Agreement an occurrence of a serious nature shall include, but is not be limited to, accidents, injuries, acts of negligence, acts that are reportable to a governing body, hospitalizations, any event that impacts delivery of services to Client(s), events that are usually or reasonably preventable, and of a nature such that the risk impacts the provision of services and/or this Agreement for Services or loss or damage to any County property in possession of Contractor.
 - b. Notification of Death:
 - (1) Death from Cause other than Terminal Illness: Contractor shall notify Contract Administrator immediately by telephone upon becoming aware of death due to any cause other than Terminal Illness of any Client served under this Agreement.
 - (2) Terminal Illness: Contractor shall notify Contract Administrator by written report faxed, hand-delivered, or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of any Client served under this Agreement.
 - (3) Notification Content: The Notification of Death shall contain the name of the deceased, the date and time of death, the nature, and circumstances of the death, and the name(s) of Contractor's officers or employees with knowledge of the incident.

E. Outcomes and Reporting

1. Contractor shall collect and provide data as required and in a format approved by HHS/MHD. Contractor must maintain the ability to, and utilize, transmission of data electronically and securely via high-speed internet.
2. Child and Adolescent Needs (CANS) Reporting: Contractor shall complete and submit the CANS for each child with the Treatment Plan and every 90 days thereafter for the

term of this Agreement to County. A sample CANS document is attached hereto as Exhibit B "Child and Adolescent Needs Assessment Survey." This Exhibit B is for purposes of example only and may be modified to incorporate improvements in design by HHSA.

3. Current Clients and Discharges:
 - a. Contractor shall submit a list of ongoing Clients, unplanned discharges and planned discharges (graduates) to the Contract Administrator, or designee, on a bi-annual basis within thirty (30) days of the end of each reporting period, defined as January 1 through June 30 and July 1 through December 31 of each year for the term of this Agreement, or portion thereof in the event of termination of this Agreement prior to the end of a reporting period.
 - b. Contractor shall submit a cumulative annual report to Contract Administrator, or designee, no later than August 30 for each year during the term of this Agreement, demonstrating the overall graduation results for the prior fiscal year, defined as July 1 to June 30.
4. Contractor shall report the performance outcome measures as described in Exhibit C "County Mental Health Division Outcome Measures" of this Agreement on the frequency established by the MHD, but not less than quarterly. The quarterly reports will be due within 15 days following the quarter being reported, with each quarter ending September 30, December 31, March 31, and June 30 of each fiscal year. The expected outcomes for the Performance Outcome Measures are to enable clients to function adaptively at a higher and more appropriate level and to provide a quantifiable and repeatable measure to assess overall program effectiveness.
5. QM Work Plan and Annual Report: Contractor shall complete an annual Quality Management Work Plan and an Annual Work Plan Goal Report.
6. It is understood and agreed that Contractor's timely submission of information regarding program implementation, financial data, or other related data is an essential element of this Agreement, and that said data shall be available upon request by County.
7. Contractor shall regularly review Contractor's charting, data input and invoice systems to ensure compliance with County, and state policies and procedures, and establish mechanisms to prevent inaccurate claim submissions.
8. Additional Reporting Information:
 - a. Contractor will be notified in writing of any additional reporting requirements or changes identified to meet County, state and/or federal reporting needs.
 - b. County reserves the right to modify any reporting requirements or components during the term of the Agreement.
 - c. County will notify Contractor in writing of any reporting requirement or reporting component changes.
 - d. Contractor will provide requested reports within thirty days (30 days) of notification of any additional reporting requirements or changes to existing reporting requirements and components.
 - e. Contractor shall, without additional compensation therefore, make further fiscal, program evaluation and progress reports as may be reasonably required by County or by the State concerning Contractor's activities as they affect the contract duties and purposes herein.

F. Service Hours and Slot Allocations

1. Children/youth's clinical and service intensity needs may vary month-to-month.
2. Level of service/intensity (hours/slot/month) may vary as a function of the percentage of clients served.
3. Slot Allocations:
 - a. The average hours of service per client per month shall be based on the clinical need of the client.
 - b. Children/youth receiving only medication support and case management services may require less than two (2) hours of service per month in Traditional SMHS.

Program	Maximum Number of Concurrent Slots	Recommended Hours of Service
Traditional SMHS and Half-Day Day Rehabilitation	7	5 hours per month for Traditional SMHS 3.75 hours per day, Monday through Friday (excluding holidays) for Day Rehabilitation

G. Availability of Services

1. Hours of operation available to child/youth and families are no less than the hours of operation offered to commercial enrollees or comparable to Medicaid fee-for-service enrollees.
2. Contractor shall ensure timely access to care and services, taking into account the urgency of the need for services.
 - a. Contractor shall ensure that initial face-to-face appointments occur within ten (10) business days of admission.
 - b. The second non-psychiatric face-to-face shall occur no later than twenty (20) business days after the first appointment.
 - c. Priority shall be given to children/youth admitted and authorized by the MHD who have recently been discharged from inpatient treatment and/or who are Children's Protective Services children/youth.
 - d. Contractor shall provide, both for existing clients and for new clients, an appointment with a psychiatrist within twenty (20) days of a child/youth's discharge from an inpatient psychiatric hospital, juvenile justice institution or other 24-hour residential facility if the child/youth is taking psychotropic medication. The first non-psychiatric appointment following hospitalization shall be offered within five (5) business days of discharge.
3. Services provided in performance of this Agreement shall be available 24-hours a day, 7-days a week, when medically necessary.
4. Services must be provided in each Client's preferred language. To the extent that it may be needed, language interpretation services will be made available for Clients, at no cost to

Client or County, in the preferred language and/or format (e.g., large font, audio, braille) identified by the Client. All service related correspondence must be provided in the Client’s preferred language. Upon request, Contractor shall provide County and Client(s) with a copy of its Cultural Competency/Linguistic Policy and Procedure.

5. Contractor shall provide services throughout the community including home, school, office, or other appropriate sites in order to enhance delivery and access to service to achieve the most effective provision of services. Contractor hours shall be flexible to include weekends and evenings to accommodate the family/care provider/significant support provider.
6. Compliance with “Availability of Services” requirements shall be subject to audit by County. Noncompliance shall result in a Corrective Action Plan (CAP). Failure to correct issues in accordance with the CAP may result in termination of this Agreement in accordance with Article titled, “Default, Termination, and Cancellation” herein.

H. Staffing:

1. For the purposes of this Agreement “staff” shall mean any person employed on a part-time, full-time, extra-help, temporary or volunteer basis who works at, for, or with the Contractor during the term of this Agreement.
2. Contractor agrees to furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California or County. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder; such personnel shall be qualified in accordance with all applicable laws and regulations.
3. Contractor shall demonstrate a staff productivity rate for all full-time treatment staff services of 69,030 units/year (65% of 1770 hours), where one unit of service equals one (1) minute of service provided.
4. Contractor shall, based upon the Slot Allocation, employ one (1) full time equivalent (FTE) Clinician for the designated number of children/youth receiving services within each program. Contractor shall maintain the required number of Clinicians, providing notice and a hiring plan within five (5) days to the Contract Administrator when a staff vacancy occurs. Contractor may employ one (1) FTE para-professional level staff for the designed number of children/youth receiving services within each program.

Program	Slot Per Clinician (FTE) (Required)	Slot per Para-Professional (FTE)(Recommended)
Traditional SMHS	35	40

5. Contractor shall at all times have the internal capacity to provide the services called for in this Agreement with personnel that have the requisite cultural and linguistic competence required to provide SMHS services under this Agreement.
6. Contractor shall provide clinical supervision or consultation to all treatment staff, licensed, registered, waived, or unlicensed providing services under this Agreement.
 - a. Staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board.

- b. Contractor shall complete and submit a Clinical Supervision or Oversight Plan to the Contract Administrator.
7. Contractor shall make available to County, upon request of the MHD, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, and work experience of such persons.
8. Federal funds may not be used for any contracted services, if Contractor is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
9. In accordance with Title 45 Code of Federal Regulations (CFR) Part 76.100, Title 42 CFR sections 1128 and 1128A, Social Security Act; Title 42 CFR sections 438.214 and 438.610; and Mental Health Letter No. 10-05, Contractor will comply with the Federal Health and Human Services, office of Inspector General's requirement that all staff be screened using the "List of Excluded Individuals/Entities" available at <http://oig.hhs.gov/exclusions/index.asp> and the "California Medi-Cal Suspended and Ineligible List" available at <http://files.medi-cal.ca.gov>.
10. Contractor shall not assign or continue the assignment of any employees, agents (including subContractors), students, or volunteers ("Assigned Personnel") who have been convicted or incarcerated within the prior 10 years for any felony as specified in Penal Code Sections 667.5 and/or 1192.7, to provide direct care to clients.
11. Screening of individuals shall be done before an offer of employment is made, and on a monthly basis.
12. Documentation of screening shall be attached to each monthly invoice in the form of a list of all employees, next to which an entry is made of the date the screening was performed, and the results of that screening.
13. Failure to submit this report monthly will result in delay of payment for services until said report has been received.
14. Identification of a staff person who is listed on either of the two (2) above-noted websites shall be reported immediately to the Contract Administrator, who in turn will report to the state. Allowing staff listed on either of the two (2) above-noted websites to provide services performed under this Agreement may result in corrective action up to and including termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
15. Through Contractor's execution of this Agreement, Contractor certifies that to the best of Contractor's knowledge and belief, that Contractor and Contractor's staff:
 - 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 (3)-year period preceding this Agreement 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, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

- d. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- 16. Contractor notify County within ten (10) days of receipt of notification that Contractor is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.

I. Operation and Administration

- 1. Contractor agrees to furnish at no additional expense to County beyond the amounts identified as Maximum Payment Amount under Article III, "Budget Requirements," all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- 2. Contractor, if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by Contractor and made available for review or inspection by County at reasonable times during normal business hours.

J. Facilities

- 1. Medi-Cal Site Certification: County shall audit Contractor’s facilities for Medi-Cal site certification, in accordance with California Department of Health Care Services (DHCS) protocol. Certification of Contractor as an organizational provider of SMHS shall be in conformance with “El Dorado County Provider Certification” requirements attached hereto as Exhibit D and available at <http://www.edcgov.us/HHSAForContractors/>, incorporated by reference herein, for adherence by County employees and Contractors. It is incumbent on the Contractor to notify the MHP or Contract Administrator of any changes that may affect site certification, including but not limited to structural changes, relocation, expansion, or the identification of staff as Ineligible Person(s) in accordance with the section titled “Staffing” herein.
- 2. Signage: All required signage shall be displayed in a manner that is easily accessible to all Clients, staff, family members, and visitors in all Contractor service locations providing Outpatient SMHS.
- 3. Posting of Signs and Availability of Forms/Documents/Audio Media: Contractor shall ensure compliance with Exhibit D “Required Signs and Forms,” attached hereto and incorporated by reference herein.
- 4. Facilities: Contractor shall maintain at least the following Medi-Cal Site Certified and appropriate facility(ies) for the provision of Outpatient SMHS for children and youth that meet(s) the minimum requirements for Medi-Cal eligibility. Any subsequent facilities added or change to the locations listed below, must be approved by the County, in advance and in writing, prior to any relocation, closure, or other change in physical location.

Facility Addresses	Summitview Child and Family Services, Inc. 670 Placerville Dr., Suite 2 Placerville, CA 95667	Summitview Child and Family Services, Inc. 4229 Toyon Drive Diamond Springs, CA 95619
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5. Changes to Site Certified Facilities: Contractor shall provide County with notification of any changes to Medi-Cal Site Certified facilities which may impact site certification including but not limited to structural changes, relocation, expansion or the identification of staff as ineligible Person(s) in accordance with the section titled "Notice to Parties" herein, within one (1) business day of changes.
6. Correction of Issues Identified During Inspections: Contractor shall be responsible to address any issues identified by County during inspections to meet Medi-Cal requirements and shall provide County with a record of corrective action(s).

K. Cost Report

1. The Cost Report shall be the final financial record of services rendered under this Agreement, for subsequent audits, if any. Such reported costs and allocations shall be supported by source documentation maintained by Contractor and available at any time to Contract Administrator upon reasonable notice. The Cost Settlement terms and other related clauses of this Agreement shall survive the term of the Agreement. If Cost Reporting, Cost Settlement and Audits are performed after the termination date of the Agreement. Contractor shall reimburse County for the portion of the funding in this Agreement that is not reimbursed by state and/or federal governments.
2. Contractor shall prepare the Cost Report in accordance with the State Department of Health Care Services Cost and Financial Reporting System Local Program Financial Support Instruction Manual, incorporated by reference as if fully set forth herein. Contractor shall return the completed Cost Report to County within 30 days from issuance of Cost Report materials including but not limited to instructions, templates and units of service reports by County, unless a written request for an extension is approved by the Mental Health Director. County shall review Contractor's Cost Report and communicate with Contractor in order to verify units from the provided Avatar report and confirm that the various updates are included in the Cost Report. Contractor shall work with County responsibly and cooperatively to finalize the Cost Report.
3. It is agreed between County and Contractor that the provisional rates stated in this Agreement are intended to approximate the Contractor's actual costs. Should the actual rate as determined in the Cost Report for the Fiscal Period be less than the provisional rate, Contractor agrees to reimburse County for all amounts paid in excess of the actual rate. Reimbursement shall be remitted to County no later than December 31 following the Fiscal Period. Based upon written approval by the HHSA Director, this reimbursement may be made via monthly installment payments for up to six (6) months. Costs will be settled to the lesser of actual and allowable costs, published charges and contracted rates and not exceeding the maximum amount of this Agreement.
4. If Contractor fails to submit an accurate and complete Cost Report by such due date, County shall not make any further payments to Contractor under subsequent Agreement, or at the County's option, other current or subsequent Agreements with County, until Contractor submits an accurate and complete Cost Report.
5. Cost Settlement:
 - a. Contractor will reimburse County, as indicated in the County/State Final Cost Settlement. Reimbursement shall be processed 30 days after the state issues its report, or accomplished by a credit on funds due to Contractor on a subsequent agreement.

County shall notify Contractor of the issuance of state's report. The County may also apply this cost recovery mechanism in order to be reimbursed for funds owed to the County from prior expired contracts between the parties.

- b. In the Final Cost Settlement process the unit rate established in the preliminary cost settlement shall be the basis for reimbursement to County, unless the state authorizes a change to the total units.

L. Audits

1. County shall, at its sole discretion, perform annual, or more frequent, on-site and/or off-site audit of services provided under this Agreement. The County may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with this Agreement. Identification of any exceptions or findings with regard to compliance with the terms and conditions of this Agreement shall be brought to the attention of the Contractor. Upon notification of an exception or finding, the Contractor shall submit a written CAP, including a proposed timeline for correction of said finding or exception, within thirty (30) days. The County will review and approve or revise the proposed CAP, and, if necessary, provide technical assistance to bring the vendor into compliance.
2. Continued non-compliance beyond the targeted dates in the CAP may lead to termination of this Agreement in accordance with the Article titled, "Default, Termination, and Cancellation." Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to California Code of Regulations, Title 9, Sections 1810.380 and 1810.385.
 - a. The fact that the County inspects, or fails to inspect, or has the right to inspect, the Contractor's facilities, systems and procedures does not relieve the Contractor of its responsibilities to comply with this Agreement. The County failure to notify the Contractor or require the Contractor's remediation of any unsatisfactory practice does not constitute acceptance of such practices or a waiver of the County enforcement rights under this Agreement.
3. The Contractor shall maintain and make available to auditors at all levels, county, state, and federal, if applicable, accounting and program records including supporting source documentation, and cooperate with all auditors.
4. The Contractor, or auditors performing monitoring or audits of the Contractor, or its subcontracting service providers shall immediately report to the County any incidents of fraud, abuse or other criminal activity in relation to this Agreement.
5. All services provided pursuant to this Agreement, shall be in accordance with the terms and conditions of Agreements between the County of El Dorado and the California Department of Health Care Services, currently #456-F1311 (hereinafter referred to as the MHP Agreement) and #024-M1610 (hereinafter referred to as the Performance Agreement), or as may be replaced or amended hereinafter. Certain sections of the MHP Agreement and Performance Agreement are attached for convenience hereto as Exhibit E, and incorporated by reference herein. However, Contractor agrees to be responsible to ensure all services are consistent and in accordance with said Agreement(s) in effect at the time services are provided, available at <http://www.edcgov.us/HHSAForContractors/>.
6. Contractor shall ensure compliance with the terms and conditions of this Agreement, including but not limited to the following: All references to County Agreements with DHCS and governing legislation shall be as currently exists or as may be amended during

the term of this Agreement. Replaced, amended, or new DHCS/County Agreements and governing legislation will not necessitate an amendment to this Agreement. Noncompliance with the terms and conditions in the MHP Agreement, Performance Agreement, and cited governing legislation may result in termination of this Agreement by County giving written notice as detailed in the Article titled, "Default, Termination, and Cancellation."

7. Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Super Circular): In the event Contractor is a non-profit organization, Contractor shall comply with the requirements under OMB Super Circular and shall make available for audit all books and records pertaining to said requirements.
8. Enforcement of Child Support Obligations: Contractor agrees to furnish to Contract Administrator within thirty (30) calendar days of the award of this Agreement:
 - a. In the case of an individual Contractor, his/her name, date of birth, social security number and address of residence.
 - b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity.
 - c. A certification that Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees.
 - d. A certification that Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply. Contractor is responsible to be knowledgeable of all current federal and state Regulations regarding Child Support Enforcement. Failure of Contractor to timely submit the data and/or certifications required by the section titled "Enforcement of Child Support Obligations," or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of this Agreement.
 - e. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto for the period November 1, 2015 through June 30, 2018, with the option to extend one (1) year, by mutual written consent, unless terminated earlier pursuant to the termination provisions contained herein.

ARTICLE III

Budget Requirements:

A. Maximum Total Payment to Contractor

1. The maximum obligation for services provided during the term of this Agreement shall not exceed \$612,000.
2. This Agreement is subject to cost settlement as described in section "Cost Report" herein.
3. Contractor shall be reimbursed for services provided in accordance with this Agreement in the amounts not to exceed the maximum payment amounts per fiscal year for each program set forth herein.

Program	Maximum Payment Obligation		
	FY 15/16	FY 16/17	FY 17/18
Traditional SMHS	\$153,000	\$229,500	\$229,500.

4. Services shall be reimbursed at the following rates:

Type of Service	Unit	Rate
Medication Support	Minute	\$ 4.82
All Other MH Services (Case Management, MH Services, Crisis Intervention)	Minute	\$ 2.61
Day Rehabilitation (Half-day)	Half-Day	\$ 86.20

5. If Contractor exhausts the Maximum Reimbursable Amount prior to June 30th of any applicable fiscal year, Contractor shall not receive any further compensation for that fiscal year. Contractor shall continue to operate under all other the terms and conditions set forth in this Agreement.
6. Provisional Billing Rates shall serve as the basis for the payment to Contractor for the purposes of monthly cash flow and are subject to cost settlement to the lesser of actual and allowable costs or published charges of DHCS approved Mental Health Services.

B. Compensation For Services

1. In accordance with Title 9, CCR, Section 565.5, 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 residents.
2. Contractor shall produce a detailed monthly invoice in an amount not to exceed actual expenditures, based upon Provisional Unit Rates, incurred during the reporting period. Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled, "Scope of Services."

3. For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.
4. Itemized invoices shall follow the format specified by County and shall reference this Agreement number and on any enclosures or backup documentation.
5. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices based upon Provisional Unit Rates, for services provided during the reporting period. Invoices shall be mailed to County at the following address:

County of El Dorado
 Health and Human Services
 Mental Health Division
 3057 Briw Road, Suite A
 Placerville, California 95667

- or to such other location as County directs.
6. Payment will be in an amount equal to the Provisional Unit Rates multiplied by the number of validated and authorized units provided. At the sole discretion of County, Contractor will not be reimbursed for those units of service that were provided without County authorization, provided to ineligible clients, or that were otherwise non-reimbursed units.
 7. Contractor will not be reimbursed for those units of service that were provided without County authorization, ineligible clients, ineligible services, or that were otherwise non-reimbursed units.
 8. In the event that Contractor fails to deliver the documents or other deliverables required by the individual service authorizations issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled, "Default, Termination and Cancellation."
 9. Contractor shall have no claim against County for payment of any kind whatsoever for any services provided by Contractor, which were provided after the expiration or termination of this Agreement.
 10. County shall serve as the fiscal intermediary for Medi-Cal claiming and reimbursement for services, and shall act on Contractor's behalf with regard to Medi-Cal claiming.
 11. Contractor shall not be reimbursed for any cost that exceeds the Maximum Payment Amount in each fiscal year.
 12. Provisional Unit Rates shall be a mathematical computation considering the Maximum Payment Amount and the total target volume of units of service as determined by MHD. (See table with Provisional Unit Rates, above.)
 13. Invoice amount shall not exceed 1/12th of the Annual Program Maximum Obligation, without pre-authorization, prior to the start of services, in writing by MHD. For any period of funding less than one year, the monthly billing amount shall be prorated accordingly (i.e. funding allocated over an eight month period will be prorated based on the individual program maximum obligation). Costs exceeding the 1/12 of the Annual Program Maximum Obligation, or appropriate prorated amount, not preauthorized by

MHD shall not be reimbursed at any time or through any other payment process including cost settlement.

Prorated Monthly Invoice Amount Based on FY

Program	FY 15/16	FY 16/17	FY 17/18
Traditional	\$19,125	\$19,125	\$19,125

14. Notwithstanding any other provision of this Agreement, Contractor shall be liable for:
 - a. The accuracy and validity of all data and information on all claims for Medi-Cal services which Contractor provides to County, and;
 - b. Ensuring that all Medi-Cal services are performed appropriately within any applicable guidelines, including but not limited to, administration, utilization review, documentation, and staffing.
15. Contractor shall comply with the requirements imposed by statutes, regulations and rules governing reimbursement by Medi-Cal.
16. It is understood that the validity of such monthly billings, in terms of their compliance with state regulations, is subject to the review of the State of California and that County will be making payments on said billings in advance of said review and approval by the state, and in advance of the reimbursement by the State to County for sums expended there under. In the event any claim, or part thereof, is disapproved by the State, Contractor may take action to correct the billing for resubmittal. In the event that County is not reimbursed by the state for any amount it has paid to Contractor hereunder, Contractor shall reimburse County in the amount of such overpayment.
 - a. Contractor shall not be reimbursed for cost associated with any non-reimbursable claim.
 - b. County and Contractor will collaborate on claims corrections to continuously correct data as needed.
 - c. County may modify the claiming systems at any time in order to comply with changes in, or interpretations of state or federal laws, rules, regulations, manuals, guidelines, or directives. When possible, County shall notify Contractor in writing of any such modification and the reason for the modification thirty (30) days prior to the implementation of that modification.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

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

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.

ARTICLE VIII

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 IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the

effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

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. 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.

- 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 upon seven (7) calendar days written notice by County without cause. 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.

ARTICLE XII

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
3057 Briw Road
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

SUMMITVIEW CHILD AND FAMILY SERVICES, INC.
670 Placerville Drive, Suite 2
Placerville, CA 95667
ATTN: Carla Wills, Chief Operating Officer

or to such other location as the Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify

County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

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 attorney's 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 XV

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

- A. Full Worker's Compensation and Employer's Liability Insurance with a waiver of subrogation covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability (CGL) Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- 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. Professional liability 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 County of El Dorado 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 and with an AM Best Rating of A or higher. All Self Insured Retentions (SIR's) or total self-insurance must be acceptable to and approved by 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 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 prior written notice to County, and; The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on the CGL policy for at least as broad coverage as the ISO CG 20 38 04 13. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured. Proof of the Additional Insured status shall be made by providing Risk Management with an endorsement to the policy.
 2. The Contractor's insurance coverage shall be primary and non-contributory 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 in excess of the Contractor's insurance and shall not contribute with it.
- I. 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.
- J. 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.
- K. 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.
- L. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. 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.

- N. 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 protection of the County.

ARTICLE XVI

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 XVII

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 XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply

with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has 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 XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

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

Licenses: Contractor hereby represents and warrants that Contractor and any of its subContractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subContractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subContractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jamie Samboceti, Manager of Mental Health Programs, or successor.

ARTICLE XXVI

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 XXVII

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 XXVIII

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 XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXX

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: _____ Dated: _____
Jamie Samboceti
Manager of Mental Health Programs
Health and Human Services Agency

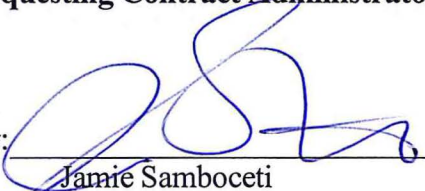
Requesting Department Head Concurrence:

By: _____ Dated: _____
Don Ashton
Director
Health and Human Services Agency

ARTICLE XXX

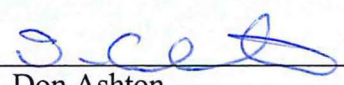
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By:  _____
Jamie Samboceti
Manager of Mental Health Programs
Health and Human Services Agency

Dated:  _____

Requesting Department Head Concurrence:


By:  _____
Don Ashton
Director
Health and Human Services Agency

Dated:  _____


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10/13/15

By: 
Brian K. Veerkamp, Chair
Board of Supervisors
"County"


ATTEST:
James S. Mitrising
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 10/13/15

-- CONTRACTOR --

SIERRA CHILD AND FAMILY SERVICES, INC
A CALIFORNIA CORPORATION

By: 
Carla Wills
Chief Operating Officer
"Contractor"

Dated: 9/18/15

By: _____
Corporate Secretary

Dated: _____

Lkw

