

**AGREEMENT #10189 FOR SPECIALTY MENTAL HEALTH SERVICES
REQUIRED UNDER ASSEMBLY BILL 1051 AND WELFARE AND
INSTITUTIONS CODE SECTION 14717.25
BETWEEN THE COUNTY OF EL DORADO AND COUNTY OF YOLO**

This agreement is made and entered into by and between the **COUNTY OF EL DORADO (EDC)**, acting through its Health and Human Services Agency, Behavioral Health Division (BHD), and its Mental Health Plan, hereafter referred to as “**COUNTY OF RESIDENCE (COR)**” and **COUNTY OF YOLO**, acting through its Health and Human Services Agency (HHSA), hereafter referred to as “**COUNTY OF ORIGINAL JURISDICTION (COJ)**,” for the provision of Specialty Mental Health Services (SMHS) provided by COR to authorized members of COJ’s Mental Health Plan, as required by Assembly Bill 1051 and California Welfare and Institutions Code (WIC) Section 14717.25.

1. **TERM AND DESCRIPTION OF SERVICES.** This Agreement establishes the coordination of care and reimbursement process for COR to provide SMHS to authorized COJ members that have been placed at Summitview Child & Family Services, Inc., Short Term Residential Therapeutic Program (Summitview STRTP) located in El Dorado County. COR shall provide all services and furnish all materials necessary to provide the treatment described as “Treatment/Services Authorized” and for the term and rates specified in the table below to authorized COJ members. Additional services not within the scope of this Agreement require either a written authorization from COJ or an additional and separate agreement.

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| Treatment / Services Authorized: | Assessment, Services and documentation in accordance with WIC § 5850-5886 <i>The Children’s Mental Health Services Act</i> , WIC § 5887 <i>Full Service Partnership</i> , California Code of Regulations (CCR) Title 9 § 3620 <i>Full Service Partnership Service Category</i> and other applicable laws and regulations for the provision of SMHS including but not limited to: <ol style="list-style-type: none"> 1) Assessment; 2) Therapy (Individual, Group, and Family); 3) Plan Development; 4) Rehabilitation Services, including Intensive Home-Based Services (IHBS) and Therapeutic Behavioral Services (TBS); 5) Wraparound Services; 6) Targeted Case Management, including Intensive Care Coordination; 7) Medication Support Services; 8) Crisis Intervention; and 9) Crisis Stabilization |
| Compensation Rate (s) Agreed: | Payments to the COR for SMHS will be based on the COR’s approved Department of Health Care Services (DHCS) SMHS Rates as identified on the DHCS Medi-Cal Behavioral Health Fee Schedules Fiscal year 2024-2025, SMHS Outpatient Rates Sheet, as |

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| | <p>may be updated annually or periodically by the DHCS. COR shall bill DHCS for the FFP SMHS amount. Link to website of rates: https://www.dhcs.ca.gov/services/MH/Pages/medical-behavioral-health-fee-schedules-FY24-25.aspx COJ will reimburse COR for the costs of local match as indicated by the adjudicated claim in the COR 835 file.</p> |
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2. **TERM.** This Agreement shall become effective upon final execution by all parties hereto and shall cover the period beginning upon July 1, 2025, and shall expire three (3) years thereafter, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article titled “Termination”.

The parties shall have the option to extend the term for an additional one (1) year term after the initial expiration date, with the same terms and conditions included in this Agreement. The option to extend shall be subject to mutual written approval by the COR HHSA Director, Chief Assistant Director, or Behavioral Health Director and COJ HHSA Director. Upon mutual approval, COR will provide written confirmation of the extension in accordance with the Article titled “Notices.”

3. **COJ RESPONSIBILITIES.** To coordinate and facilitate services to COJ members, COJ shall complete the following responsibilities:
 - a. Adhere to all provisions of law that address placement, notifications, payment provisions, and data reporting requirements, pursuant to AB 1051.
 - b. Ensure COJ’s liaison provides timely notice to COR of a COJ member requiring SMHS and provides all required COJ member information needed to coordinate care.
 - c. Coordinate COJ member’s SMHS needs with COR. COJ will:
 - i. Communicate with COR to determine that the member’s symptoms continue to demonstrate the need for SMHS.
 - ii. Establish a communication routine so that any information related to the member is conveyed between the COJ and COR.
 - iii. Provide copies of the client chart, including documentation, as requested.
 - iv. Participate in child and family team meetings with COR.
 - v. Facilitate the transfer of the member to the COJ for any continued services after the completion of approved treatment plan.
 - d. Coordinate with COR in a timely manner if there are difficulties experienced with coordinating COJ member care.

4. **COR RESPONSIBILITIES.** To coordinate and facilitate services to COJ member, COR shall complete the following responsibilities:
 - a. Adhere to all provisions of law that address placement, notifications, invoicing/payment provisions, and data reporting requirements, pursuant to AB 1051.
 - b. COR agrees in no event to bill, charge, collect a deposit, no-show fee, or reimbursement from the client or have any recourse against a client, or person acting on client’s behalf, for services provided pursuant to this Agreement. COR will not receive payment for client no show or denied claims. Claims will be reviewed and paid in accordance with industry standard billing and payment rules, including, but not limited to, federal and state billing and payment rules.

- c. Ensure COR's liaison collaborates in a timely manner with COJ to facilitate the provision of SMHS to COJ member in COR.
 - d. Collect COJ member information and SMHS service needs to ensure the coordination and delivery of SMHS to COJ member.
 - e. Participate in child and family team meetings with COJ.
 - f. Coordinate with COJ in a timely manner if there are difficulties experienced with coordinating COJ member care.
 - g. COR agrees to cooperate with COJ BHD medical director, utilization review staff and other representatives of COJ BHD by timely and comprehensively responding to COJ BHD requests for review and validation of service delivery and to assure compliance with applicable state or federal laws, rules, and regulations and Medi-Cal documentation standards. All documentation should have the name of the client, duration of session, Current Procedural Terminology (CPT) code, and location of service, along with any other documentation standards such as a wet signature or electronic signature of client. Payment can be denied if medical necessity is not established, or validation of service delivery is not present in documentation. COR is responsible for ongoing oversight and monitoring of the Short-Term Residential Therapeutic Program (STRTP) including ensuring STRTP staff are properly credentialed per Behavioral Health Information Notice (BHIN) 18-019 or as otherwise amended or superseded.
5. PLACEMENT FORM. Before residential placement and treatment of a client begins, COJ and COR agree to complete and sign the Placement Form attached as Exhibit A. The El Dorado County Behavioral Health Director, or designee, is authorized to sign the Placement Form on behalf of El Dorado County. The Placement Form may be signed retroactively when special circumstances exist, as determined by the COR Behavioral Health Director, or designee.
6. COR and COJ LIAISONS. COR and COJ agree to appoint the following treatment team liaisons to coordinate service delivery and facilitate clinical discussions about COJ member:
- a. COJ Liaison:
Mary Yung, PsyD
Clinical Manager
Yolo County Health & Human Services
Mary.yung@yolocounty.gov
530-666-8550
 - b. COR Liaison:
Christianne Kernes, LMFT Deputy Director
Behavioral Health Division
County of El Dorado
christianne.kernes@edcgov.us
530-573-7956
7. COMPENSATION AND INVOICING. For the services described in Section 1, COJ agrees to pay COR for the gross amount of services less Federal Financial Participation (FFP) and State General Fund (SGF), resulting in the local match, as indicated by the adjudicated 835 file, and per the requirements specified below.
- a. The total sum of all payments made by COJ to COR for services provided under this Agreement for the initial three (3) year term shall be at a not to exceed amount of

\$90,000 (NINETY THOUSAND DOLLARS) for all of the stated services. (“Maximum Allowable Compensation”) as specified below:

| Fiscal Year 2025-26 July 1, 2025 through June 30, 2026 | Fiscal Year 2026-27 July 1, 2026 through June 30, 2027 | Fiscal Year 2027-28 July 1, 2027 through June 30, 2028 | Total |
|---|---|---|-----------------|
| \$30,000 | \$30,000 | \$30,000 | \$90,000 |

Should the Agreement be extended the additional one (1) year, as authorized by COJ and COR, the maximum contractual obligation under this Agreement for the additional year shall not exceed **\$30,000 (THIRTY THOUSAND DOLLARS)** as outlined below:

| Optional Extension (OE) | Revised Agreement Expiration Date Per OE/FY | Maximum Increased Funding Amount Per OY/FY | Revised Agreement Lifetime Maximum Per OY/FY |
|--------------------------------|--|---|---|
| FY 2028-29 | On or before June 30, 2029 | Less than or equal to \$30,000 | Less than or equal to \$120,000 |

In no event shall the term of the Agreement extend beyond June 30, 2029 nor shall the total contract maximum exceed the amount of **\$120,000 (ONE HUNDRED TWENTY THOUSAND)**, unless otherwise agreed to in writing by both parties, for all of the stated services during the term of the Agreement.

- b. COR shall invoice COJ for the services described in Section 1 in arrears, within thirty (30) days of receipt of the 835 form from the DHCS for services rendered. COR and COJ will collaborate to determine the information needed to support all invoices. COJ questions related to invoicing may be directed to: BHInvoice@edcgov.us.
- c. COR will send invoices to COJ for reimbursement via the California Mental Health Services Authority Presumptive Transfer Portal or by submitting an itemized invoice.
- d. Invoices shall be sent as follows:

| Email (preferred method): | U.S. Mail: |
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| <p>COJ Email Address: HHSA-BHClaims@yolocounty.gov</p> <p><i>Please include in the subject line: Invoice from County of El Dorado SPECIALTY MENTAL HEALTH SERVICES</i></p> | <p>COJ ADDRESS: <i>Not Applicable</i></p> |

or to such other location or email as COJ directs.

- e. COJ will remit payment to COR within sixty (60) business days of receipt of a complete and correct invoice.

8. CONFIDENTIALITY AND HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA). COR and COJ will comply with all regulations for any release of information. COR and COJ agree that they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that COR and COJ may perform their duties under law toward the COJ member and for the functions under this Agreement. COR and COJ will develop appropriate procedures to ensure all information is safeguarded from unauthorized disclosure in accordance with applicable State and Federal laws and regulations.

COR and COJ acknowledge that each is a “Covered Entity,” as defined in the Standards for Privacy of Individually Identifiable Health Information (45 Code of Federal Regulations Parts 160 and 164) adopted by the Department of Health and Human Services pursuant to HIPAA (the “Privacy Rule”) with duties under those regulations and the authorizing statute.

9. NOTICES. All notices to be given by the parties hereto shall be in writing, with both the EDC Health and Human Services Agency and EDC Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to COR shall be addressed as follows (a copy shall be sent to both addresses):

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as County directs.

Notices to COJ shall be addressed as follows:

Yolo County Health and Human Services Agency
137 N. Cottonwood St
Woodland, CA 95695
ATTN: HHSA Director
Contracts: HHSACONTRACTS@Yolocounty.gov
Program Administrator: Mary.Yung@yolocounty.gov &
Jennifer.Edwards@yolocounty.gov

or to such other location or email as the COJ directs.

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or entities designated for receipt of future notices.

10. CONFLICT RESOLUTION. Any disputes between COR and COJ will be brought to the attention of the Directors of COR and COJ or their designees. The dispute shall be resolved by mutual agreement between the Directors of the COR and COJ, or their designees, and the decision will be final.
11. INSURANCE. As public agencies, both COR and COJ are authorized self-insured entities for purposes of General Liability, Automobile Liability, Worker's Compensation and Professional Liability coverage and warrants that through their program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the terms, conditions and obligations of this Agreement.
12. INDEMNITY. COR shall defend, indemnify, and hold COJ 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, COJ 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 provision of services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of COJ, COR, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of COJ, its officers and employees, or as expressly prescribed by statute. This duty of COR to indemnify and save COJ harmless includes the duties to defend set forth in California Civil Code Section 2778.

COJ shall defend, indemnify, and hold COR 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, COJ 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 COJ's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of COR, COJ, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of COR, its officers and employees, or as expressly prescribed by statute. This duty of COJ to indemnify and save COR harmless includes the duties to defend set forth in California Civil Code Section 2778.

13. COSTS, ATTORNEY'S FEES AND VENUE. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under this section. The venue of any action or claim brought by any party to the Agreement will be the Superior Court of California in the COR. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California in the COR.
14. AMENDMENTS. This Agreement may be amended upon mutual agreement of COR and COJ. Such modification shall be in writing and effective upon the execution of a written amendment to this Agreement by COR and COJ.

15. TERMINATION. Both COR and COJ reserve the right to terminate this Agreement, with or without cause, upon providing thirty (30) calendar days advance written notice to the other party. Any written notice of termination shall state the date on which the termination shall become effective and be deemed given in compliance with the provisions specified in the Article titled “Notices”.
16. CONTRACT ADMINISTRATOR. The County Officer or employee with responsibility for administering this Agreement is Christianne Kernes, LMFT, Deputy Director, Behavioral Health Division, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHS has to temporarily delegate this authority, County Contract Administrator’s Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHS Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled “Notices” herein.
17. 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.
18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
19. ELECTRONIC SIGNATURES. The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.
20. ENTIRE AGREEMENT. This Agreement constitutes the entire written agreement between the parties with respect to the provision of, and payment for, services to the COJ member.

Requesting Contract Administrator Concurrence:

By: _____
Christianne Kernes. LMFT
Deputy Director, Behavioral Health Division
Health & Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Olivia Byron-Cooper, MPH
Director
Health & Human Services Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto duly authorized on behalf of their governing authority, have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"COR"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- COUNTY OF YOLO --

By: _____
Tonia Murphy
Deputy Director of General Services,
Manager of Procurement
"COJ"

Dated: _____

By: _____
Mónica Morales
Director
Health and Human Services Agency

Dated: _____

Approved as to Form:
Phillip J. Pogledich, County Counsel

By: _____
Hope P. Welton
Senior Deputy

Dated: _____

**County of Yolo
Exhibit A
Placement Form**



**HEALTH AND HUMAN
SERVICES AGENCY**
EL DORADO COUNTY
Transforming Lives and Improving Futures

El Dorado County - OOC STRTP Placement Form

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|-----------------------------------|---|
| Client Information | |
| Client Name | |
| Avatar MRN | |
| County of Original Jurisdiction: | |
| Placing Agency Information | |
| Placing Agency | Probation Child Welfare Services Other: |
| Placing Agency Contact: | |
| STRTP Information | |
| Provider Entity Name: | |
| Facility Address: | |
| Provider Contact: | |
| Provider Contact: | |

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| Placement Authorization | |
| Placement Start Date: | |
| Estimated Discharge Date: | |

| | | |
|---------------|--|-------|
| COJ Approval: | | Date: |
| COR Approval | | Date: |