

AGREEMENT FOR SERVICES #056-S0911

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 Tahoe Youth and Family Services, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1021 Fremont Avenue, South Lake Tahoe, CA 96150; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide services necessary for a Mental Health Services Act (MHSA) Wraparound Program in South Lake Tahoe, El Dorado County for the Mental Health Department (MHD); and

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

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

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

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

ARTICLE I

Scope of Services: Contractor shall provide services using the Wraparound Model (described in Exhibit "A") to a minimum daily average of six (6) El Dorado County youth (hereinafter referred to as "beneficiaries" or "clients" or "program participants") at any given time throughout the life of the contract who otherwise do not have access to a full-service partnership mental health program.

Contractor shall provide the services called for under this agreement in a culturally competent manner, offering services that will meet the needs of participants from different cultural backgrounds. Contractor's work shall be carried out in compliance with County and State of California requirements for MHSA program implementation, and Contractor acknowledges that it has received and understood the County MHD's MHSA Guiding Principles; the California Department of Mental Health Vision Statement and Guiding Principles for DMH Implementation of the MHSA; County MHD MHSA Cultural Competency Requirements. Contractor will implement program activities called for in this agreement in compliance with these requirements and such other guidance and informational materials as may be deemed mutually desirable by the parties hereto.

Pre-Authorization. Contractor shall only begin mental health services for a specific client with written authorization from the County except in an emergency, in which case Contractor will make reasonable efforts under the circumstances at hand to obtain verbal authorization. Until the authorization is complete, all services are to be coded either as “assessment” or the MHSA 700 code.

Medi-Cal. As to Specialty Mental Health Services, Contractor shall provide these services as defined in California Code of Regulations, Title 9, Rehabilitative and Developmental Services, Section 1810.247. These services include Day Rehabilitation, Case Management, Crisis Intervention, Medication Services and Mental Health Services. Contractor shall provide quality care in a manner consistent with efficient, cost effective delivery of covered services. Contractor shall provide covered services to a Beneficiary in the same manner in which it provides said services to all other individuals receiving services from Contractor subject to any limitations contained in Beneficiaries’ treatment plans. Contractor will use Medi-Cal codes for services rendered as appropriate and will inform the County to bill Medi-Cal first and will charge County for services as a secondary funding source.

Training. County may elect to provide relevant training for program staff employed by Contractor. If County requires training, training costs and associated travel expenses will not be counted against the not to exceed amount of this Agreement. If the participation of contractor staff in training involves reimbursement for travel, contractor will be reimbursed for such training and travel expenses in accordance with the El Dorado County “Board of Supervisors Policy D-1”, attached as an Exhibit to this agreement, incorporated herein and made by reference a part hereof.

Meetings. Contractor will participate in periodic meetings with the County Mental Health Department (MHD) for the purpose of reviewing the implementation of the program under this contract and will at all times cooperate in making data and information on the implementation of this contract accessible to MHD.

Reports and Data. Contractor shall provide service delivery reports and performance measurement reports to County and such other periodic reports on the activities conducted pursuant to this contract as outlined in Exhibit A, or as may be requested by the County.

Interpretation Services. To the extent that it may be needed, free interpretation services will be available via the interpretation agreement maintained by County for each client as may be needed, as a backup service. It is expected that Contractor will at all times have the internal capacity to provide the services called for in this agreement with personnel that have the requisite cultural/linguistic competence required to achieve the purposes of this agreement.

ARTICLE II

Term: This agreement shall become effective when fully executed by both parties hereto and shall cover the period of May 1, 2008 through June 30, 2009.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. For the purposes hereof, the monthly billing rate shall be \$12,534.00.

County agrees to reimburse Contractor for any miscellaneous services, medications or goods acquired in compliance with the requirements for Authorization and Use of Stabilization Funds as specified in Exhibit “A” to this agreement, which is incorporated herein and by reference made a part hereof. Stabilization funds are discretionary funds to be used to provide services and goods for clients on an as needed basis. Amounts less than \$250 may be used at the discretion of the contractor; amounts in excess of \$250 must be authorized in advance by the County Contract Administrator. The Not to Exceed amount for Stabilization Funds expenditures under this agreement is \$5,000.00.

The total amount of this agreement shall not exceed \$180,476.00

Payment shall be made within forty five (45) days following the County’s receipt and authorization of approved complete invoice(s).

To be considered complete, an invoice must comply with County requirements as follows:

- *Timing.* 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 MHD Director or Contract Administrator 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 ARTICLE I_–“Scope of Services”.
- *Format & Content:* Contractor invoicing will be prepared utilizing a format that is acceptable to County and containing data and information on the work and services provided, as outlined in Exhibit A, and as may otherwise be required by County. These requirements include, but are not limited to:
 - using the MHSA billing code 700 for services rendered that are non-Medi-Cal billable and consistent with the Wraparound Model, specific client plan, and MHSA principles; and
 - notwithstanding the payment of a monthly flat rate, submitting a single monthly invoice which specifies clients’ names, service dates, MediCal service billing codes, duration, identifies the service delivered, and such other items as may reasonably be requested by County.

County will communicate its requirements to Contractor in writing and may update the requirements from time to time.

- *Supporting Documentation.* Contractor will provide supporting documentation as may be required by County. For services provided, supporting documentation must include clinician name/number, client name, service date, procedure code, duration, evidence based practice/service strategy and, if any of the MHSA Wrap services are provided to Medi-Cal children, then the specific service information necessary to bill MediCal”. For reimbursement of other expenses, supporting documentation must include original, itemized receipts. It is understood and agreed that these requirements may be updated by County from time to time.

ARTICLE IV

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 V

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 VI

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 VII

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 VIII

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 IX

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 X

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
DEPARTMENT OF MENTAL HEALTH
1900 TAHOE BOULEVARD
SOUTH LAKE TAHOE, CA 96150
ATTN: SANDRA BRANTON, PROGRAM MANAGER

\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
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

TAHOE YOUTH AND FAMILY SERVICES
1021 FREMONT AVENUE
SOUTH LAKE TAHOE, CA 96150
ATTN: ALISSA NOURSE, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

ARTICLE XI

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

ARTICLE XII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

ARTICLE XIII

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 XIV

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 XV

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 XV

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

ARTICLE XVI

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 XVIII

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 XVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Sandra Branton, Ed.D., Program Manager, Mental Health Department, or successor.

ARTICLE XVIII

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 XIX

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 XX

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 XXI

Certification of Program Integrity: Contractor shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.

Contractor shall ensure that each MHSA client for whom the Contractor is submitting a claim for reimbursement has met the following criteria:

An assessment of the client was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between El Dorado County and the State Department of Mental Health, a copy of which will be provided to Contractor by County under separate cover.

The client was eligible to receive MHSA services at the time the services were provided.

Medical necessity was established for the client as defined in statute for the service or services provided, for the timeframe in which the services were provided.

A treatment plan was developed and maintained for the client that met all plan requirements.

ARTICLE XXII

Standard of Performance: As express conditions under the terms of this Contract the Contractor shall:

- (a) Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 et seq. and 14680 et seq. of the Welfare and Institutions Code.
- (b) Provide mental health services in the same manner to County beneficiaries as it provides to all clients to whom it renders mental health services.
- (c) Not refuse a referral from County Placement Committee

ARTICLE XXIII

Business Interruption: In the event the operations of Contractor or substantial portion thereof are interrupted by war, fire, insurrection, bankruptcy, riots, the elements, earthquakes, acts of God, or, without limiting the foregoing, any other cause beyond Contractor's power, Contractor agrees to develop a plan with County which in good faith shall assure the safety and welfare of all County beneficiaries until such time as usual services can be renewed or until all beneficiaries can be released or transferred to appropriate settings.

Nothing contained herein shall be construed to limit or reduce County's obligation to pay Contractor for services rendered prior or subsequent to an event described herein.

ARTICLE XXIV

Licensure and Laws: Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and as required by federal, state and local laws or any other appropriate governmental agency. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this

Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed. Contractor is responsible to submit verification to County semi-annually that Licensed Mental Health professionals' licenses and registrations are current.

Contractor shall notify the County Contract Administrator, or Case Management Program Coordinator, immediately in writing, of its inability to obtain or maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates, waivers and exemptions.

Contractor agrees to comply with all applicable provisions of the State of California Standard Agreement between County and the State Department of Mental Health (DMH) for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting.

Contractor shall possess and maintain Mental Health Organizational Provider certification, and comply with the DMH requirements thereof, including on-site reviews at least once every three years.

Contractor shall comply with all applicable laws, governmental regulations and requirements as they exist now or may hereafter be amended or changed. These regulations shall be deemed to include policies and procedures as published in State Department of Mental Health Letters, available at <http://www.dmh.cahwnet.gov>.

ARTICLE XXV

Records: Contractor shall, subject to the provisions of applicable law, upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, make available accounting and administrative books and records, program procedures, as well as documentation relating to licensure and accreditation, as they pertain to this Agreement and/or care, and to allow interviews of any employees who might reasonably have information related to such records. The Contractor shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

Contractor shall maintain adequate medical records of each individual beneficiary which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary as required by the California State Department of Mental Health and federal regulations, including records of beneficiary interviews, progress notes and treatment plans. The MHP and other relevant parties shall have access to relevant clinical records to the extent permitted by State and Federal laws.

Beneficiary records and notes shall be maintained by Contractor. Appropriate beneficiary information will be available to County upon client discharge. Such records and information shall be provided each party hereto pursuant to procedures designed to protect the confidentiality of beneficiary medical records applicable legal requirements and recognized standards of professional practice.

Upon termination of this Agreement, Contractor agrees to cooperate with beneficiaries and subsequent Contractors with respect to the orderly and prompt transfer of copies of medical records of beneficiaries. This Agreement does not preclude Contractor from assessing

reasonable charges for the expense of transferring such records if appropriate.

All beneficiary records shall be retained by Contractor for seven (7) years or one (1) year beyond the beneficiaries reaching majority, whichever is greater. Majority is defined as eighteen (18) years of age.

Contractor shall maintain complete financial records which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The beneficiary eligibility determination and fees charged to, and collected from, beneficiaries must also be reflected therein. Any apportionment of costs shall be made in accordance with generally accepted accounting principles.

ARTICLE XXVI

Confidentiality: The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The contractor shall not use such information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to the County all requests for disclosure of such information not originating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the County, except when subpoenaed by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI") from County or creates or receives any PHI on behalf of County, the Consultant shall maintain the security and confidentiality of such PHI as required of County by applicable laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations promulgated thereunder.

ARTICLE XXVII

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: _____
Sandra Branton, Ed.D., Program Manager
Mental Health Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
John Bachman, Ph.D., Director

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: _____

TAHOE YOUTH AND FAMILY SERVICES

By: _____

Alissa Nourse
Executive Director
"Contractor"

EXHIBIT A

MHSA CHILDREN'S WRAP PROGRAM SUMMARY OF ESSENTIAL ELEMENTS

WRAP MODEL AND SERVICES

The goal of utilizing the Wraparound Model is to prevent out of home placement for youth with serious emotional disturbance. The Wraparound Model is a collaborative, team-based, strengths-based, family-driven service delivery model which includes clinical case management, an individualized Family Team service plan, and flexible supports and services. Case management and service delivery are implemented in a convenient and comfortable location for the family who also directs the use of family, community and system supports. This program is a full service participation program as defined by the Mental Health Services Act.

The Family Team is the focal point of the Wraparound model. The Family team includes the child, parents and/or caregivers, the facilitator, family partner, the referral source (teacher, probation officer, etc.), and any other person important to the youth's life that the family would like present at the Family Team meeting. In addition, the Team may include the WRAP worker for 1:1 behavioral assistance.

The Team's goal is to develop a plan, with the child and family at the center, which meets the family's current needs, using both professional and informal supports. The family, with support from the rest of the Team, creates goals describing what the family wants to accomplish while in the Wraparound program. Services and supports are then determined, congruent with the family goals, and "wrapped" around the family providing intensive supports. In addition, the program provides stabilization funds to access necessary community resources as defined in the Family Plan and provides 24/7 crisis response.

ACCESS/PROGRAM ENTRY

Referral Sources/ Outreach Activities

The El Dorado County Mental Health Department and TYFS will conduct annual outreach activities to ensure community agency knowledge of the MHSA WRAP Program and the procedure for making referrals to the program. Outreach targets include but are not limited to School Attendance Review Board (SARB), Child Assessment Team (CAT), Mental Health Programs, Public Health, Family Resource Center, First Five grantee agencies, Probation, CASA, school districts, Women's Center, Latino Collaborative groups, Shingle and Alcohol and Drug Treatment Programs.

Program Eligibility Criteria

- Age 0-17

- Serious Emotional Disturbance as defined by Welfare & Institutions Code 5600.3
Minors under the age of 18 who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual Disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. As a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community.
- Not Medi-Cal eligible at time of enrollment into MHSA program
- Uninsured or underinsured for necessary mental health services
- At risk of out of home placement
- Under 300% of Poverty Level
- Not eligible for 26.5 services

Program Screening

A client may enter the MHSA WRAP Program through any door. The referral source will be asked to fill out the WRAP application form and submit to the Mental Health Program Coordinator or CPR as listed on the form.

1. Referral to Mental Health Program Coordinator or the CPR.
2. Referral is reviewed by CPR Subcommittee (SLT), and determine eligibility.
3. Outcome is recorded on Outreach/Referral Log Sheet.

Authorization by Placement committee/CPR and Mental Health Program Coordinator:

1. Client not eligible for program; reason must be given and referrals documented on referral form
2. Client referred to DHS WRAP: DHS Staff
3. Client accepted for engagement into MHSA WRAP: CPR Subcommittee.
4. Client enrolled into MHSA WRAP: MH Program Coordinator.

Enrollment Procedures

Enrollment activities will not exceed the first 30 days following acceptance into the engagement phase of the program.

The contract provider will ensure that the following forms are completed upon enrollment into the WRAP Program:

1. Informed Consent
2. Multi-Party Release Authorization or Disclosure of Protected Health Information.

3. UMDAP / Client Registration Form
4. DMH Full Service Partnership Assessment Form

Within 59 days, the following documentation must be completed:

5. Comprehensive Assessment
6. Client Plan
7. Strength-based Assessment
8. Authorization for Services

Initial Family Meeting

The initial family meeting will be convened by the Facilitator and may be attended by the client, the family and any family invitees, the primary therapist if identified, the family partner, and the referral source.

WRAP Facilitator (Contract Provider)

The Facilitator is responsible for convening the Family Team, facilitating Family Team meetings and for coordination of WRAP services, including 24/7 crisis response plan.

WRAP 1:1 worker (Contract Provider)

The WRAP worker may be asked to work individually with a family or a client for supportive behavioral services.

Family Partner (Contract Provider)

- Participate on all family treatment teams
- Provide mentoring/support for parents and client
- Assist facilitator in finding appropriate community resources
- Plan celebrations with family
- Assist families in navigating multiple systems
- Orient family to the Wraparound Model
- Increase families' knowledge regarding services and supports available
- Attend parent advocacy focus groups and multi-disciplinary team meetings as requested by EDCMH Program Coordinator or designee

MENTAL HEALTH ASSESSMENT

The comprehensive mental health assessment will be completed by the Contract Provider using the EDCMH assessment tool. An assessment done in the last 12 months can suffice for entry into the program, otherwise a new assessment needs to be completed.

MENTAL HEALTH TREATMENT

Mental health treatments will be chosen by the family and be consistent with the Family Plan, and may consist of:

- Individual therapy/family therapy (i.e. Functional Family Therapy, Parent Child Interaction Therapy)
- Group interventions such as Aggression Replacement Treatment
- Parenting classes such as Incredible Years
- Individual therapeutic interventions as defined by the family and as available via the WRAP Team
- Parent advocacy and support
- Referrals for the appropriate adjunctive services (mentoring programs, family psychoeducation and additional parenting classes) can be provided by any community agency, as chosen by the family and approved by the Family Team.
- Treatments will be provided in the language of the youth/family's choice. If necessary, interpretation services will be procured.

Transition Planning

Transition out of MHSA WRAP occurs as the final phase of WRAP treatment and is characterized by safety and self-sufficiency planning with the family and a gradual decline in the intensity of services and supports offered.

If the youth becomes eligible for the DHS WRAP program, WRAP Team staff will transition the family as seamlessly as possible, with the retention of current Family Team and treatment goals as appropriate.

EVIDENCE BASED PRACTICES

When indicated, Evidence Based Treatment Models will be offered to families. Quarterly chart audits will monitor for compliance.

FINANCIAL MATTERS

Authorization and Use of Stabilization Funds

Stabilization Funds are discretionary funds to be used to acquire the services, medications, and goods needed to stabilize the client consistent with the purposes of this agreement.

Guiding Principles in approving stabilization funds for WRAP families appear below. This is a non-exhaustive list of factors that will be considered in determining whether to

approve a proposed expenditure. Is the acquisition:

- Related to a Family Plan treatment goal?
- Considered a strength based activity?
- Unable to be met by family or informal supports?
- In support of respite services?
- In support of client and/or family celebration, reward, or rite of passage?

Request for approval of the use of funds for Stabilization acquisitions should include a narrative section explaining which MHSA goal the purchase is linked to and how the expenditure assists the family advance toward that goal.

Billing and Documentation

In addition the Medi-Cal service codes, services consistent with MHSA Principles, the Wraparound Model, and the Client Service Plan may be billed to the MHSA 700 service code.

Documentation:

The following documents will be required in the MHSA WRAP program.

Referral Log (EDCMH Coordinator tracks all referrals & contacts)

Referral/Pre-screening form (Referral source sends to EDCMH Program Coordinator)

Intake Forms:

UMDAP/Client Registration Form

Admission Episode

Release of information

Informed Consent

Family Team Plan/Strength Based Assessment (within 30 days) – reviewed and updated every six months

Comprehensive Assessment

Client Plan

Authorization form

Consent to treat a minor

Progress Notes

Discharge Summary

MEASURING OUTCOMES AND QUALITY OF CARE

State DMH-required outcome forms:

- DMH Full Service Partnership (FSP) data forms
 - Partnership Assessment Form (PAF), filled out upon enrollment
 - Quarterly Assessment Form (3M)
 - Key Event Tracking Form (KET)

- State DMH-required Quarterly Report
 - DMH Exhibit 6 (Quarterly process program measures)
- Chart Reviews to include the following measures (EDCMH Coordinator)
 - Does the treatment plan/updates reflect the WRAP principles?
 - Are the contract provider services, time spent, and documentation consistent with the treatment plan and the level of family need?
 - Were the stabilization funds spent consistent with the treatment plan?
 - Were the state evaluation forms done?
 - Was the family contacted within 14 days of the agency receiving the referral?
 - Was the 1st Family Team meeting within 30 days from the referral (referral from EDCMH to contract provider) date?

MONITORING PROGRAM FIDELITY

The Wraparound Fidelity Index (WFI) is used to ensure effective use of the Wraparound model. As an independent provider, the Court Appointed Special Advocates (CASA) organization has been retained by the County to conduct these measures. Team member interviews are conducted by CASA once per family enrollment.

The WFI includes interviews with Client, Caregiver, and Facilitator.

Results of the WFI monitoring will be used to structure monthly WRAP Team supervision sessions. Those areas needing improvement will be prioritized by the Program Coordinator and addressed sequentially during monthly sessions.

Additional Wraparound Fidelity Outcome Measures

1. Wraparound Critical Outcomes form, completed at intake, every 6 months, and upon discharge.
2. Youth Outcome Questionnaire, completed by caregiver at intake, every 6 months, and upon discharge.
3. Youth Outcome Questionnaire/Self-Report, for youth 12 and over, completed at intake, every 6 months, and upon discharge.