

## SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated \_\_\_\_\_ and is between each County listed in **Exhibit A** (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“Fresno County”).

### Recitals

A. When foster children and youth placed in a Children’s Crisis Residential Program (CCRP), Community Treatment Facility (CTF), Group Home (GH) or Short-Term Residential Therapeutic Program (STRTP) (herein collectively referred to as “Placement Facilities” outside their county of original jurisdiction are in need of specialty mental health services (SMHS), the responsibility to provide or arrange and pay for SMHS shall remain with the Mental Health Plan (MHP) in the county of original jurisdiction unless a specific exception applies.

B. The California legislature recognizes the need to ensure that foster children overcome barriers to care that may result when responsibility for providing or arranging for and youth who are placed outside of their county of original jurisdiction are able to access specialty mental health services in a timely manner.

C. Ca. Wel. & Inst. Code, section 14717.1 (Section 14717.1) was enacted to help counties SMHS to foster children and youth who are placed outside of their county of original jurisdiction is retained by the county of original jurisdiction by allowing for presumptive transfers.

D. “Presumptive transfer” means that absent any exceptions as established pursuant to Section 14717.1, responsibility for providing or arranging for SMHS shall promptly transfer from the county of original jurisdiction (“County of Jurisdiction”) to the county in which the foster child resides (“County of Residence”).

E. The Contractor and Fresno County, through their respective Department of Behavioral Health (DBH), need to have the ability to quickly place foster children and youth in Placement Facilities outside of their county of original jurisdiction when necessary. Contractor and Fresno County, through their respective DBH, are contracted with Placement Facilities in their respective Counties.

F. The County that provides services under this agreement will be referred to as the “County of Residence” and the County that is responsible for payment shall be referred to as the “County of Jurisdiction.”

G. To address the short timeframes in which payments must be made in accordance with AB1051, the county of residence will provide SMHS to the foster children and youth who are placed in their county via their local contracted Placement Facilities provider. The County of Jurisdiction shall reimburse the County of Residence for SMHS provided to the foster care child or youth.

H. California Mental Health Services Authority (CalMHSA) has created a program for Inter-Member Transfers for participating counties, which allows CalMHSA to act as a fiscal agent to perform fund transfers on behalf of counties to allow for prompt payment. Participating counties will have the option to pay through CalMHSA’s Member Portal, or directly to the Provider. Non-CalMHSA counties shall make payment to the County of Residence through other prudent payment forms (such as issuing a check or Purchase Order)

I. The purpose of this Agreement is to allow for the timely provision of services to the foster child or youth and the subsequent payment for services rendered.

The parties therefore agree as follows:

## **Article 1**

### **Responsibilities**

1.1 **Scope of Services.** The parties shall perform all of the services provided in **Exhibit B** to this Agreement, titled “Scope of Services.” It is acknowledged that if the County of Residence does not directly provide services, then a STRTP, CTF, CCRP, or GH in the County of Residence that is contracted with County of Residence will be providing SMHS services under this Agreement. The Fresno County DBH Director, or designee, and Contractor are authorized to make changes to the Scope of Services as further described in Section 9.1, Modification, of this Agreement.

1.2 **Admission Agreement.** Before residential treatment and placement of a client begins, County of Residence and County of Jurisdiction agree to complete and sign the

Admission Agreement attached as **Exhibit C**. The Fresno County DBH Director, or designee, is authorized to sign the Admission Agreement on behalf of Fresno County.

1.3 **Compliance with Laws.** The parties shall, at their own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1.4 **Health Insurance Portability and Accountability Act.** Contractor and Fresno County each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to use and disclose Protected Health Information (PHI) as required by law.

Contractor and Fresno County acknowledge that the exchange of PHI between them is only for treatment, payment, and health care operations.

Contractor and Fresno County intend to protect the privacy and provide for the security of PHI pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require Contractor to enter into an agreement containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations. The parties agree to the terms of the business associate agreement attached as Exhibit D.

## **Article 2**

### **Compensation, Invoices, and Payments**

2.1 The County of Jurisdiction agrees to pay, and the County of Residence agrees to receive, compensation for the performance of its services under this Agreement as described in this section.

2.2 **Maximum Compensation.** The maximum compensation payable under this Agreement per Fiscal Year (July 1 through June 30) is Three Million and No/100 Dollars (\$3,000,000.00). The maximum compensation payable to an individual Contractor shall not exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) per Fiscal Year. In no event shall the maximum contract amount for all the services provided under the terms and conditions of this Agreement be in excess of Fifteen Million and No/100 Dollars (\$15,000,000.00) during the entire term of this Agreement. The parties acknowledge that the County of Jurisdiction is a local government entity, and does so with notice that the County of Jurisdiction's powers are limited by the California Constitution and by State law, and with notice that the County of Residence may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The County of Residence further acknowledges that County of Jurisdiction employees have no authority to pay the County of Residence except as expressly provided in this Agreement.

2.3 **Rates.** Payments to the County of Residence will be based on the County of Residence's approved Department of Healthcare Services (DHCS) SMHS Rates as identified on the DHCS Medi-Cal Behavioral Health Fee Schedules Fiscal Year 2024-25. The SMHS Rates Sheet, may be updated annually or periodically by the DHCS. Link to website of rates: [Medi-Cal Behavioral Health Fee Schedules FY24-25](https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-FY24-25.aspx) (<https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-FY24-25.aspx>) The County of Residence will bill the State DHCS for SMHS provided under this Agreement at the County of Residence DHCS approved rates. The County of Residence will bill the County of Jurisdiction for the amount of the County of Residence's local match (i.e. Intergovernmental Transfer - IGT) as indicated on the DHCS 835 file (DCHS Payment and Explanation of Benefits file) for the provision of SMHS related services to the Medi-Cal eligible foster child or youth under 21 years of age.

2.4 **Billing for the Costs of Local Match.** The County of Residence shall bill the County of Jurisdiction within thirty (30) days after the month in which the County of Residence performs

services and in any case within sixty (60) days after the end of the term or termination of this Agreement. The County of Jurisdiction can make payment via the CalMHSA Member Portal or via another expedited payment option, such as a check.

(A) County of Residence agrees in no event, to bill, charge, collect a deposit, no-show fee, or reimbursement from the child or youth or have any recourse against a client, or person acting on client's behalf, for services provided pursuant to this Agreement. County of Residence 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.

2.5 **Payment.** The County of Jurisdiction shall pay each correctly completed and timely submitted invoice within forty-five (45) days after receipt of invoice or make payment through the CalMHSA Member Portal within forty-five (45) days of services being rendered. The County of Jurisdiction shall remit any payment to the County of Residence's address specified in the invoice or shall make payment using the CalMHSA Member Portal, if the County of Jurisdiction and County of Residence are both participating counties.

2.6 **Incidental Expenses.** The County of Residence is solely responsible for all of its costs and expenses that are not specified as payable by the County of Jurisdiction under this Agreement.

### **Article 3**

#### **Term of Agreement**

3.1 **Term.** This Agreement is effective upon execution and terminates on June 30, 2027, except as provided below.

3.2 **Extension.** The term of this Agreement will be extended for no more than two (2), one-year periods, unless Fresno County sends notice of non-renewal at least thirty (30) days before the first day of the next one-year extension period. The Fresno County DBH Director, or designee is authorized to sign the notice of non-renewal, as applicable.

## Article 4

### Notices

4.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

**For Fresno County:**

Director  
Department of Behavioral Health  
1925 E. Dakota Avenue  
Fresno, CA, 93726

**For the Contractor:**

See Contractor's Signature Page

4.2 **Change of Contact Information.** Either party may change the contact information in this section by giving notice as provided in this section.

4.3 **Method of Delivery.** Each notice between the parties to this Agreement provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three (3) business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one (1) County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a business day), provided that the sender maintains a machine record of the completed transmission.

4.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

## **Article 5**

### **Termination and Suspension**

5.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County of Jurisdiction, upon at least thirty (30) days' advance written notice to the County of Residence, may:

(A) Modify the services provided by the County of Residence under this Agreement;

or

(B) Terminate this Agreement.

5.2 **Termination for Breach.**

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, either party may give written notice of the breach to the other party. The written notice may suspend performance under this Agreement and must provide at least 30 days for the breaching party to cure the breach.

(B) If the breaching party fails to cure the breach to the other party's satisfaction within the time stated in the written notice, the non-breaching party may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the non-breaching party, the breaching party has:

(1) Obtained or used funds illegally or improperly.

(2) Failed to comply with any part of this Agreement.

(3) Submitted a substantially incorrect or incomplete report to the non-breaching party; or

(4) Improperly performed any of its obligations under this Agreement.

5.3 **Termination without Cause.** In circumstances other than those set forth above, either party may terminate this Agreement by giving at least thirty (30) days advance written notice to the other party.

5.4 **No Penalty or Further Obligation.** Any termination of this Agreement by one party under this Article is without penalty to or further obligation of the other party.

## **Article 6**

### **Indemnity and Defense**

6.1 **Indemnity.** Each party shall indemnify and hold harmless and defend the other party (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the parties, or any third party that arise from or relate to the performance or failure to perform by the other party (or any of its officers, agents, subcontractors, or employees) under this Agreement. Each party may conduct or participate in its own defense without affecting each party's obligation to indemnify and hold harmless or defend the other party.

6.2 **Survival.** This Article survives the termination of this Agreement.

## **Article 7**

### **Insurance**

7.1 Without limiting the indemnification of each party as stated herein, it is understood and agreed that all Counties shall maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities including general liability, automotive liability, workers' compensation and employers' liability.

## **Article 8**

### **Inspections, Audits, and Public Records**

8.1 **Inspection of Documents.** The parties shall make available to the other party, all of the records and data with respect to the matters covered by this Agreement upon request, excluding attorney-client privileged communications.



8.2 **State Audit Requirements.** The parties are subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

## **Article 9**

### **General Terms**

9.1 **Modification.** Except as provided in this Agreement, this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The County of Residence acknowledges that County of Jurisdiction's employees have no authority to modify this Agreement, except as expressly provided in this Agreement.

(A) Notwithstanding the above, non-material changes to services, staffing, and responsibilities of the County of Residence, as needed, to accommodate changes in the laws relating to service requirements and specialty mental health treatment, may be made with the signed written approval of Fresno County's DBH Director, or designee, and Contractor through an amendment approved by Fresno County's County Counsel and Fresno County's Auditor-Controller/Treasurer-Tax Collector's Office. Said modifications shall not result in any change to the maximum compensation amount payable to County of Residence, as stated herein.

9.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

9.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

9.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

9.5 **Days.** Unless otherwise specified, "days" means calendar days.

9.6 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

9.7 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

9.8 **Nondiscrimination.** During the performance of this Agreement, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

9.9 **No Waiver.** Payment, waiver, or discharge by each party of any liability or obligation of the other party under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the other party and does not prohibit enforcement by each party of any obligation on any other occasion.

9.10 **Separate Agreement.** It is mutually understood by the parties that this Agreement does not, in any way, create a joint venture among Contractors. By execution of this Agreement, Contractors understand that a separate Agreement is formed between each individual Contractor and Fresno County.

9.11 **Addition/Deletion of Contractors.** Fresno County reserves the right at any time during the term of this Agreement to add Contractors to and remove Contractors from the list contained on Exhibit A. Contractors may only be California Counties. It is understood that any such additions will not affect compensation paid to the other Contractors, and therefore such additions and removals may be made by Fresno County without notice or approval of other Contractors under this Agreement. Fresno County's DBH Director, or designee, is authorized to add Contractors to this Agreement under the same terms and conditions of this Agreement.

Fresno County's DBH Director, or designee, may remove a Contractor from the Agreement where there is mutual written consent between the Fresno County DBH Director and Contractor.

9.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the parties with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

9.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

9.14 **Authorized Signature.** Each party represents and warrants to the other party that:

(A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Provider to the terms of this Agreement.

(C) Fresno County is duly authorized and empowered to sign and perform its obligations under this Agreement.

(D) The individual signing this Agreement on behalf of the Fresno County is duly authorized to do so and his or her signature on this Agreement legally binds Fresno County to the terms of this Agreement.

9.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an

electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

9.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

*[SIGNATURE PAGE FOLLOWS]*

The parties are signing this Agreement on the date stated in the introductory clause.

See Attached Signature Pages

County Of Fresno

Susan L. Holt, Director,  
Department of Behavioral Health

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Date:

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For accounting use only:

Org No.:56302232  
Account No.:7295  
Fund No.:0001  
Subclass No.:10000

Org No.:56302232  
Account No.:5039  
Fund No.:0001  
Subclass No.:10000

The parties are signing this Agreement on the date stated in the introductory clause.

Authorized Representative (authority to sign Admission Agreement):	Chair, Board of Supervisors		
Address for Notice:	<table border="0"> <tr> <td>County of El Dorado Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 ATTN: Contracts Unit</td> <td>County of El Dorado Chief Administrative Office Procurement and Contracts Division 330 Fair Lane Placerville, CA 95567</td> </tr> </table>	County of El Dorado Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 ATTN: Contracts Unit	County of El Dorado Chief Administrative Office Procurement and Contracts Division 330 Fair Lane Placerville, CA 95567
County of El Dorado Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 ATTN: Contracts Unit	County of El Dorado Chief Administrative Office Procurement and Contracts Division 330 Fair Lane Placerville, CA 95567		
Contract Administrator:	Justine Collinsworth		
Email Address for Notice:	hhsa-contracts@edcgov.us		
Total Maximum Compensation per fiscal year:	\$500,000		

County Of El Dorado

\_\_\_\_\_  
Authorized Signature

Chair, Board of Supervisors

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

1. County of El Dorado \_\_\_\_\_, a political subdivision of the State of California.
- 2.

## **Scope of Services**

### **Utilization Review**

County of Residence through the local STRTP agrees to cooperate with County of Jurisdiction's medical director, utilization review staff and other representatives of County of Jurisdiction by timely and comprehensively responding to County of Jurisdiction's 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, CPT code, and location of service, along with any other documentation standard 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.

### **Coordination of Care**

The County of Residence will work with County of Jurisdiction for coordination and continuity of care. If the County of Residence believes that the child or youth requires treatment in addition to authorized treatment described in this Agreement, the County of Residence will notify County of Jurisdiction of recommended treatment and additional service recommendations. County of Jurisdiction will review the request and decide accordingly.

### **Authorization Renewal**

If County of Residence believes, it is medically necessary for the child or youth to obtain services beyond those described or beyond the dates of service authorized in this Agreement, County of Residence must obtain an additional authorization from County of Jurisdiction to be eligible to receive reimbursement. County of Residence shall submit requests 30 days prior to end of authorization to avoid disruption in a child or youth treatment. County of Residence will not receive payment for additional services outside of this authorization until authorization renewal is approved.

### **Termination of Treatment**

County of Residence shall notify County of Jurisdiction, prior to the discharge of the child or youth and shall allow designated County of Jurisdiction staff to attend any discharge or treatment meetings regarding the child or youth served under this Agreement. It is encouraged that County of Residence will collaborate with County of Jurisdiction to ensure safe discharge.

### **County of Residence shall be responsible for the following services:**

- A. Mental Health Assessment:
  - i. A mental health assessment shall be completed by a licensed mental health professional (LMHP) or waived/registered associate within five (5) calendar days of a youth's admission.
  - ii. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.



- B. Client Plan:
- i. Each youth admitted to the STRTP shall have a Client Plan prepared, reviewed and signed by an LMHP or the Head of Service (HOS) or any other related discipline designated by the HOS within ten (10) calendar days of admission.
  - ii. The Client Plan is reviewed by a member of the mental health program staff at least every thirty (30) calendar days.
  - iii. Client Plan of each youth or non-minor dependent shall include:
    - a) anticipated length of stay;
    - b) specific behavioral goals;
    - c) specific mental health treatment services;
    - d) one or more transition goals that support the rapid and successful transition of the youth back into the community;
    - e) the youth's participation and agreement; and
    - f) evidence of review by a member of the STRTP mental health program staff.
- C. Collaborating with the Child and Family Team (CFT), consistent with the Client Plan.
- D. Specialty Mental Health Treatment Services: STRTPs shall make available for each youth structured specialty mental health treatment services during the day and evening, seven (7) days per week, according to the youth's needs as indicated on the youth's Client Plan. At minimum, the following mental health treatment services (as defined in Title 9 of the California Code of Regulations) shall be made available, as medically necessary:
- i. Mental Health Services – individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement, or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral services.
    - a) Assessment - A clinical analysis of the history and current status of a youth's mental, emotional, or behavioral disorder to include relevant cultural and social issues, history, diagnosis, and any recorded testing results.
    - b) Plan Development – The development of Client Plans, to include the youth's needs and services, approval of client plans, and monitoring of a youth's progress. Clients participate in the development of the Client Plan which is a

comprehensive detail of the youth's needs, personal goals and objectives for improvement and exiting from the STRTP program. It also includes a treatment component which is specific to mental health and behavioral improvements the youth would like to work toward.

- c) Collateral – This is any service activity to a significant support person in a youth's life with the intent of improving or maintaining the mental health status of the youth. Collateral services include, but are not limited to, helping significant support persons to understand and accept the youth's condition and involving them in service planning and implementation of the Client Plan. Family counseling or therapy, which is provided on behalf of the youth, may be considered collateral.

ii. Medication Support Services – County of Residence will monitor that the following is adhered to by the psychiatrist for these services:

- a) Within the first thirty (30) days of the youth admission, the psychiatrist shall examine each youth prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications that may contribute to the youth's health condition. This examination shall be noted in the youth's record.
- b) The psychiatrist shall sign a written medication review for each youth prescribed psychotropic medication as clinically appropriate, but at least every six (6) weeks. This review shall be included in the youth's record.
- c) The psychiatrist shall review the course of treatment for all youth who are not on psychotropic medication at least every ninety (90) days and include the results of this review in a progress note signed by the prescribing physician at the time the review is completed.
- d) Psychotropic medications for a youth placed in an STRTP shall be administered in accordance with all applicable State and Federal laws, which include but are not limited to laws related to informed consent, documentation of informed consent, and California Welfare & Institutions (WIC) Code Sections 369.5 and 739.5.

- e) STRTPs providing care supervision to children diagnosed by a physician, psychologist, or licensed clinical social worker as mentally disordered shall make provision for at least monthly consultation from a psychiatrist, clinical psychologist, or licensed clinical social worker regarding the program of services.
  - iii. Crisis Intervention – an emergency response that enables a youth to cope with a crisis. Activities are intended to support, improve, or maintain the youth’s mental health status.
  - iv. Therapy – therapeutic intervention that focuses on symptom reduction in order to improve identified functional impairments. This service may be delivered to an individual or group and may also include family therapy. Youth shall receive both individual and group therapy at least once per week. The therapeutic modalities are Cognitive Behavioral Therapy (CBT), Dialectical Behavior Therapy (DBT), and the Trauma Resiliency Model (TRM). CBT is effective in treating children and adolescents who have persistent behavioral reactions, DBT focuses on problem-solving and acceptance-based strategies within a framework of dialectical methods, and TRM focuses on the concept the biological basis of trauma.
  - v. Targeted Case Management – any service that assists the youth to access the needed social, vocational, medical, educational, rehabilitative or other community services. Services may include, but are not limited to, communication, coordination and referral to available resources.
  - vi. Psychologist Services – services provided by licensed psychologists, within their scope of practice, to diagnose or treat a mental illness or condition.
  - vii. EPSDT Supplemental Specialty Mental Health Services – mental health related diagnostic services and treatment available under the Medi-Cal program only to persons under 21 years of age. These include but are not limited to Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) services in accordance with the “Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries.”
- E. A licensed mental health professional shall perform a clinical review every ninety (90) days of the youth’s status and progress in treatment to determine whether the youth should continue admission in the program or be transitioned to a different level of care. The LMHP shall make this determination in consultation with the placing agency. A report documenting this clinical review shall be maintained in the youth’s record.

- F. Ensuring continuity of care, services, and treatment as a youth moves from his or her STRTP placement to home-based family care or to a permanent living situation through reunification, adoption, or guardianship, in accordance with the youth's case plan or treatment plan.
- G. Documenting the youth's ability to access mental health services identified in the Client Plan, or efforts made by the STRTP to ensure access to identified mental health services, including utilization of any existing grievance processes for accessing services.
  - i. Progress notes shall be written to document a youth's participation and responses to mental health treatment services. The progress notes shall meet Medi-Cal requirements of documentation and shall be maintained in the youth's record.
  - ii. On the same day as the mental health treatment service, the progress notes shall be signed and dated by the direct service program staff member(s) who provided the service.
  - iii. County of Residence will ensure STRTP meets documentation and recordkeeping requirements.
- H. The youth's record must include:
  - i. Mental health assessment;
  - ii. Admission statement, signed by the HOS within five (5) days of youth's arrival;
  - iii. Client Plan;
  - iv. STRTP mental health program progress notes;
  - v. Clinical review report and transition determination;
  - vi. Physician's orders, medication examinations, medication reviews, written informed consent for prescribed medications;
  - vii. Copy of court orders or judgements regarding physical or legal custody;
  - viii. Documentation indicating each date and names of individuals or groups of individuals who have participated in the development of the Client Plan; and
  - ix. A transition determination plan.
- I. County of Residence shall ensure that American Indian youth receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

## STAFFING

- A. All licensed, waived, and registered mental health professionals providing services at the STRTP shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.
- B. Adequate numbers and qualifications of direct service program staff shall be employed, present, awake, and on duty seven (7) days per week.
- C. County of Residence shall have at least one (1) full-time equivalent direct service program staff from the following list employed for each six (6) children admitted to the program:
  - a) Physicians
  - b) Psychologists or psychologists who have received a waiver pursuant to WIC Code 5751.2
  - c) Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2
  - d) Licensed Marriage, Family, and Child Therapists or registered professionals pursuant to WIC Code 5751.2
  - e) Licensed Professional Clinical Counselors or registered professionals pursuant to WIC Code 5751.2
  - f) Psychiatric Technicians
  - g) Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the direct service program staff required above, County of Residence shall have one (1) half-time equivalent LMHP employed for each six (6) children admitted to the program. A LMHP who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.
- E. County of Residence shall have access to the psychiatrist twenty-four (24) hours per day.

#### PERFORMANCE MEASURES/PROGRAM OUTCOMES

County of Residence shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by County of Jurisdiction. County of Residence utilizes performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in their care. Performance outcome measures shall be reported to the County of Jurisdiction annually in accumulative reports for overall program and contract evaluation.

County of Residence will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

- A. Access to care: The ability of youth to receive the right service at the right time.
  - i. Timeliness between referral to assessment and completion of assessment; assessment to first treatment service; and first treatment service to subsequent follow-up visit
- B. Effectiveness: Objective results achieved through services.
  - i. Effectiveness of treatment interventions
  - ii. Effectiveness of discharge planning (e.g. percentage of youth successfully linked to lower levels of care)
- C. Efficiency: Demonstration of the relationship between results and the resources used to achieve them.
  - i. Length of youth stay in program
  - ii. Number of units of service per youth
  - iii. Cost per youth
- D. Satisfaction and Compliance: The degree to which persons served, County of Jurisdiction, and other stakeholders are satisfied with the services.
  - i. Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
  - ii. Surveys of persons serviced, family members, other health care providers, and other stakeholders.

County of Residence understands that the County of Jurisdiction may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. County of Residence will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.

**ADMISSION AGREEMENT FOR RESIDENTIAL TREATMENTS AND PLACEMENTS**

THIS ADMISSION AGREEMENT is made on \_\_\_\_\_ [Admission Date] by and between \_\_\_\_\_ (Provider) and \_\_\_\_\_ ("County of Residence") and \_\_\_\_\_ ("County of Jurisdiction".) This Admission Agreement is subject to the terms and conditions of the Master Agreement to be executed between the parties at a mutually agreeable timeframe within 60 days of this Admission Agreement and will govern Contractor's services under this Admission Agreement.

- A. This Agreement will terminate on the date of the person's served discharge.
- B. This Agreement specifically covers services for:

<u>Person's served Name</u>	<u>Client #</u>	<u>Admit Date</u>	<u>Discharge Date</u>

- C. The compensation from the date of this Admission Agreement shall be in accordance with the rates provided in the Master Agreement.

Upon submission of an invoice by County of Residence, and approval by County of Jurisdiction's authorized representative, County of Jurisdiction shall pay County of Residence monthly in arrears for work performed the prior month. Each invoice must specify services rendered, to whom, date of service and the charges in accordance with the agreed-upon method.

- D. This Agreement may be void and unenforceable if all or parts of federal or state funds applicable to this Agreement are not available to County of Jurisdiction. If applicable funding is reduced, County of Jurisdiction may require the renegotiation of compensation terms with County of Residence to conform to reduced funding levels.
- E. County of Residence certifies that all Certificates of Insurance, County of Residence's Signing Authority Form, Business and Professional Licenses/ Certificates, Federal IRS ID number, or other applicable required licenses/certificates are filed with the Contract Administrator.
- F. This Agreement is for the duration of person's served admittance and terminates upon discharge.
- G. Following termination, County of Residence shall be reimbursed for all expenditures made in good faith that are unpaid at the time of termination.
- H. The facility accepts all liability and responsibility for placement and treatment of person's served during admittance to said facility. The parties will indemnify, hold harmless and assume the defense of the other party, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from the other party's operations or from any persons directly or indirectly employed by, or acting as agent for, the other party, excepting the sole negligence or willful misconduct of the other party. This

indemnification shall extend to incidents occurring after completion of the other party's services, as well as during the progress of rendering such services.

County of Residence

County of Jurisdiction

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Local Contracted Placement Facility Provider

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Facility Name \_\_\_\_\_

CCL Number \_\_\_\_\_



## Health Insurance Portability and Accountability Act (HIPAA)

### Business Associate Agreement

1. The County of Jurisdiction is a "Covered Entity," and the County of Residence is a "Business Associate," as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that the County of Residence will create and/or receive Protected Health Information ("PHI") from or on behalf of the County of Jurisdiction. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

2. The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 et seq.; 42 CFR 2; 42 CFR 431; California Civil Code section 56 et seq.; the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act ("HITECH") regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 et seq.; and the Genetic Information Nondiscrimination Act ("GINA") of 2008 regarding the confidentiality of genetic information.

3. Except as otherwise provided in this Agreement, the County of Residence, as a business associate of the County of Jurisdiction, may use or disclose Protected Health Information ("PHI") to perform functions, activities or services for or on behalf of the County of Jurisdiction, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to the County of Jurisdiction, as the "Covered Entity" under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of the County of Residence.

4. County of Residence shall protect, from unauthorized access, use, or disclosure of names and other identifying information concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations. (45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i).) This pertains to any and all persons receiving services pursuant to a county funded program. County of Residence shall not use such identifying information for any purpose other than carrying out County of Residence's obligations under this Agreement.

5. County of Residence shall not disclose any such identifying information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by law, or authorized by the client/patient.

6. For purposes of the above sections, identifying information shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print, or a photograph.

7. County of Residence shall provide access, at the request of County of Jurisdiction, and in the time and manner designated by County of Jurisdiction, to PHI in a designated record set (as defined in 45 CFR Section 164.501), to an individual or to County of Jurisdiction in order to meet the requirements of 45 CFR Section 164.524 regarding access by individuals to their PHI.

County of Residence shall make any amendment(s) to PHI in a designated

record set at the request of County of Jurisdiction, and in the time and manner designated by County of Jurisdiction in accordance with 45 CFR Section 164.526.

County of Residence shall provide to County of Jurisdiction or to an individual, in a time and manner designated by County of Jurisdiction, information collected in accordance with 45 CFR Section 164.528, to permit County of Jurisdiction to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

8. County of Residence shall report to County of Jurisdiction, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, or breach of PHI not permitted by this Agreement, and any breach of unsecured PHI of which it becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to County of Jurisdiction's Information Security Officer and Privacy Officer and DBH's HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. County of Residence shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. County of Residence shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by County of Residence and shall provide a written report of the investigation and reporting required to County of Jurisdiction. This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the individual authorized to receive notice on behalf of County of Jurisdiction.

9. County of Residence shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County of Jurisdiction, or created or received by the County of Residence on behalf of County of Jurisdiction, available to the United States Department of Health and Human Services upon demand.

10. Safeguards

County of Residence shall implement administrative, physical, and technical safeguards as required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of County of Jurisdiction; and to prevent access, use or disclosure of PHI other than as provided for by this Agreement. County of Residence shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of County of Residence's operations and the nature and scope of its activities. Upon County of Jurisdiction's request, County of Residence shall provide County of Jurisdiction with information concerning such safeguards.

County of Residence shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

11. Mitigation of Harmful Effects

County of Residence shall mitigate, to the extent practicable, any harmful effect that is known to County of Residence of an unauthorized access, viewing, use, disclosure, or breach of PHI by County of Residence or its subcontractors in violation of the requirements of these provisions.

12. County of Residence's Subcontractors

County of Residence shall ensure that any of its subcontractors, if applicable, to whom County of Residence provides PHI received from or created or received by County of Residence on behalf of County of Jurisdiction, agree to the same restrictions and conditions that apply to County of Residence with respect to such PHI; and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such subcontractors.

13. Effect of Termination

Upon termination or expiration of this Agreement for any reason, County of Residence shall return or destroy all PHI received from County of Jurisdiction (or created or received by County of Residence on behalf of County of Jurisdiction) that County of Residence still maintains in any form and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents, if applicable, of County of Residence. If County of Residence destroys the PHI data, a certification of date and time of destruction shall be provided to the County of Jurisdiction by County of Residence.

14. Interpretation

The terms and conditions in these provisions shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

15. Regulatory References

A reference in the terms and conditions of these provisions to a section in the HIPAA regulations means the section as in effect or as amended.

16. Survival

The respective rights and obligations of County of Residence as stated in this Section shall survive the termination or expiration of this Agreement.