**AGREEMENT FOR SERVICES 131-S1311**
**AMENDMENT III**

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**THIS AMENDMENT III** to that Agreement for Services 131-S1311, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Summitview Child & Family Services, Inc., a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations, Section 1.501 (c) (3) commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 670 Placerville Dr. Suite 2, Placerville, CA 95667and whose Agent for Service of Process is Anna Gleason, 670 Placerville Dr. Suite 2, Placerville, CA 95667 (hereinafter referred to as "Contractor").

## RECITALS

**WHEREAS**, Contractor has been engaged by County to provide 24-hour residential services for County-authorized minors with serious emotional problems (hereinafter referred to as "Client(s)") on an "as requested" basis for the County of El Dorado Health and Human Services Agency, Mental Health Division, in accordance with Agreement for Services 131-S1311, dated September 11, 2012 and Amendment I to that Agreement dated August 27, 2013, and Amendment II to that Agreement for Services dated December 9 ,2013, incorporated herein and made by reference a part hereof; 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,** the parties hereto have mutually agreed to incorporate updated language pertaining to medication support services, thereby amending **Article I "Scope of Services,"** and **Article III "Compensation for Services"**; and

**WHEREAS,** the parties hereto have mutually agreed to incorporate updated County standardized language thereby amending, **Article XXXVII – "Administrator,"** and adding **Article XLV – "Audit by California State Auditor,"** and **Article XLVI – "Change of Address;"** and renumbering **Article XLV – "Entire Agreement"** to accommodate the insertion of the three aforementioned Articles;

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services 131-S1311 shall be amended a third time as follows:

1) Article I shall be amended in its entirety to read as follows:

**ARTICLE I**

**Scope of Services:** Contractor acknowledges that this Agreement is funded in whole or in part with funds from the State of California and the Federal Government.

**A. DEFINITIONS:**

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| Assessment | Includes a clinical analysis of the history and status of a Client's mental, emotional, or behavioral disorder, and diagnosis. Can also include an appraisal of the Client's community functioning in several areas, which may include living situation, daily activities, social support systems, and health status. Relevant cultural issues are to be addressed in all assessment activities. |
| Beneficiary | Any person who is certified as eligible under the Medi-Cal Program (AUTHORITY: Title 9, California Code of Regulations ("CCR") Section 1810.205 and Title 22, CCR, Section 51000.2) , as currently interpreted or as amended during the term of this Agreement. |
| Case Management | Activities provided to assist Clients to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other needed community services for Clients. These activities may include:<br>• **Consultation** - interagency and intra-agency consultation or collaboration involving people in professional relationships with the Client (e.g., Child Protective Services ("CPS") worker, Probation Officer, teacher, mental health staff, and pediatrician). Supervision is not billable to case management consultation.<br>• **Linkage** - locating and securing services and resources in the community needed by the client. Examples of linkage could include assisting Client obtain funding such as Social Security Income, Medi-Cal, assistance with medical/dental care, education, vocational training, parenting classes, etc.<br>• **Access** – Assisting a Client to access mental health services such as telephoning Dial-A-Ride on behalf of a Client unable to arrange transportation on their own due to mental illness and impairment in functioning, or providing interpretation and identification of cultural factors on behalf of Client during medication evaluation appointment. (Note – interpretation services alone are not a billable service.)<br>• **Placement** – Locating and securing appropriate living environment for the Client (can include pre-placement visits, placement, and placement follow-up.) Case management placement can also be billed while a Client is in an acute psychiatric hospital and when the Client is within thirty (30) days of discharge, but only if the living environment at discharge from the hospital is in question or has yet to be determined. |
| Collateral | A service activity involving a significant support person in a Client's life with the intent of improving or maintaining the mental health status of the client. The Client may or may not be present for this activity. A "support person" is someone in a non-professional relationship with the Client. |

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| The Core Practice Model(CPM) | The Core Practice Model ("CPM") is a set of concepts, values, principles, and standards of practice that outline an integrated approach to working with children/youth and families involved with child welfare who have or may have mental health needs. It provides a framework for all child welfare and mental health agencies, service providers, and community/tribal partners working with youth and families. |
| Crisis Intervention | An emergency response service enabling the Client to cope with a crisis, while maintaining his/her status as a functioning member of the community to the greatest possible extent. A crisis is an unplanned event that results in the Client's need for immediate service intervention in order to avoid the need for a higher level of care. Crisis Intervention services are limited to stabilization of the presenting emergency. The emergency may or may not conclude with acute hospitalization. |
| Day Rehabilitation | • Process Groups are groups facilitated by staff to help Clients develop the skills necessary to deal with their individual problems and issues by using the group process to provide peer interaction and feedback in developing problem-solving strategies and to assist one another in resolving behavioral and emotional problems. Day Rehabilitation may include psychotherapy instead of process groups or in addition to process groups.<br>• Skill building groups are groups in which staff helps Clients identify barriers related to their psychiatric and psychological experiences and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and to increase adaptive behaviors.<br>• Adjunctive therapies are non-traditional therapies in which both staff and Clients participate, and self-expression (art, recreation, dance, music, etc.) is utilized as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able to utilize the modality to develop or enhance skills directed towards Client plan goals. |
| Day Treatment Intensive | • Skill building groups and adjunctive therapies as defined in "Day Rehabilitation" herein. Day Treatment may also include process groups as defined in "Day Rehabilitation."<br>• Psychotherapy, which means the use of psychosocial methods within a professional relationship to assist the Client(s) to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individuals, groups, or communities in respect to behavior, emotions, and thinking, with respect to their intrapersonal and interpersonal processes. Only licensed, registered, or waivered staff practicing within their scope of practice shall provide psychotherapy. |
| DHCS | California Department of Health Care Services |
| DMH | California Department of Mental Health (transitioned to DHCS in 2012) |

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| EPSDT | Early and Periodic Screening, Diagnosis and Treatment of eligible Medi-Cal beneficiaries as funded, administered, and regulated by the Federal and State governments, with specific reference to Short-Doyle Medi-Cal services provided to any beneficiary under the age of twenty-one (21) with non-restricted Medi-Cal eligibility. |
| Family Therapy or Rehabilitation | A therapeutic or rehabilitative activity with a Client and their family. "Family" is as defined by the Client, and may include biological, adopted, foster, and extended family members. "Family" also may be understood in a non-traditional manner (e.g. residents at a Board and Care facility.) |
| Group Therapy or Rehabilitation | • Therapy - A therapeutic intervention delivered to a group of Clients that focuses primarily on symptom reduction as a means to decrease functional impairments. Therapy can only be delivered and billed for by a clinician for whom therapy is within their scope of practice.<br>• Rehabilitation – A service delivered to a group of Clients, which may include assistance in improving, maintaining, or restoring functional skills. These include daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and/or building a support system. |
| Individual Therapy or Rehabilitation | Therapy: A therapeutic intervention that focuses primarily on symptom reduction as a means to decrease functional impairments. Therapy can only be delivered and billed for by a clinician for whom therapy is within their scope of practice.<br>Rehabilitation: A service that may include assistance in improving, maintaining, or restoring a Client's functional skills. These include daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and/or building a support system. |
| Intensive Care Coordination (ICC); | A service that is responsible for facilitating assessment, care planning, and coordination of services, including urgent services (for children/youth who meet the Katie A. guidelines). An ICC coordinator serves as the single point of accountability. |
| Intensive Home Based Services (IHBS) | IHBS are intensive, individualized, and strength-based needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons, to help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services (for children/youth who meet the Katie A. guidelines). |
| Katie A. Subclass Services | A class action lawsuit filed in Federal District Court in 2002 regarding intensive mental health services to children/youth in California who are either in foster care or at imminent risk of coming into care. |
| Medical Necessity | The principal criteria by which the Mental Health Plan decides authorization and/or reauthorization for covered services. Medical Necessity must exist in order to determine when mental health treatment is eligible for reimbursement under Plan benefits as defined by the State Department of Mental Health or State Department of Health Care Services. |

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| Medication Support Services | Service activities that include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals (medical preparations made from living organisms such as serum, vaccine, antitoxin, etc.), which are necessary to alleviate the symptoms of mental illness. Activities may also include assessment/evaluation, medication injections, collateral, and case management as these activities relate to Medication Support Services. These services can only be provided and billed for by medical doctors, family nurse practitioners, physician assistants, nurses, and psychiatric technicians. |
| MHP | Mental Health Plan |
| Outpatient Services | Defined as Mode 15 category services by the State of California, and include:<br>• Assessment<br>• Case Management<br>• Collateral<br>• Crisis Intervention<br>• Group Therapy<br>• Individual Therapy, and<br>• Medication Support Services |
| Plan Development | A service activity that consists of working with the Client and others in their support system to develop the Client Plan. May also include the process of getting the Client Plan approved and services authorized, e.g., presenting a case to the authority in charge of authorizing services. Attendance at an Individualized Education Program ("IEP") may be billed to Plan Development if the progress note documents the staff person's participation in the IEP regarding planning mental health services that will better allow the student to achieve academically. |
| Parent Partner | A Parent Partner provides active, hands-on peer support to parents/caregivers of youth receiving Rehabilitation services. Peer support may be delivered in individual or group settings at the agency, in family homes, or in community environments. |
| QIU | The County Quality Improvement Unit. |
| Rehabilitation | A service that may include assistance in improving, maintaining, or restoring a Client's functional skills. These include daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and/or building a support system. |
| SMHS | Specialty Mental Health Services |
| Therapeutic Behavioral Services (TBS) | Short-term one-to-one assistance to children or youth under the age of twenty-one (21) who have behaviors that put them at risk of losing their placement, and/or if it has been determined that it is highly likely that without Therapeutic Behavior Services ("TBS") the minor may need a higher level of care. TBS can be provided in a variety of settings including at home, in a group home, in the community, and during evening and weekend hours as needed. The minor must have a current Client Plan and be receiving other SMHS concurrent with TBS. TBS services require a separate authorization from the authorization of other SMHS. |

**B. CONTRACTOR RESPONSIBILITIES:**

1. Contractor agrees to furnish the personnel and equipment necessary to provide therapeutic treatment for clients on an "as requested" basis for the Health and Human Services Agency ("HHSA"), Mental Health Division ("MHD"). All services provided by Contractor shall have prior written authorization by the HHSA Director or Director's designee. Referrals will be given verbally and MHD Coordinator will provide a written authorization for services, which shall become a part of the Client's clinical record.
2. Contractor shall provide Day Rehabilitation services as defined in Title 9, California Code of Regulations ("CCR"), Rehabilitative and Developmental Services, Sections 1810.213 and 1810.212, as currently interpreted or as amended during the term of this Agreement, and as further described herein.
3. Contractor shall provide specialty mental health services to clients as defined in Title 9, CCR, Rehabilitative and Developmental Services, Section 1810.247, as currently interpreted or as amended during the term of this Agreement.
4. Contractor shall provide quality care in a manner consistent with efficient, cost effective delivery of covered services.
5. Contractor shall provide covered services to Clients in the same manner in which it provides said services to all other individuals receiving services from Contractor, subject to any limitations contained in Clients' treatment plans.
6. While County Clients may be placed by the County in Contractor's facility, Contractor recognizes that County is under no obligation to place any Client in Contractor's facility.
7. Contractor agrees to provide documentation or reports to County when requested, to assure Contractor's compliance with the terms of this Agreement.
8. Meetings: Contractor shall participate in periodic meetings with MHD at the request of either party, for the purpose of reviewing the implementation of the program under this Agreement and shall at all times cooperate in making data and information on the implementation of this Agreement available to MHD.
9. Interpretation Services: To the extent that it may be needed, free language interpretation services will be made available for Client(s). It is expected that Contractor shall at all times have the internal capacity to provide the services called for in this Agreement with personnel that have the requisite cultural/linguistic competence required to achieve the purposes of this Agreement.
10. Reports and Data: Contractor shall collect and provide program implementation, financial, and related data and information on the activities conducted hereunder as may be requested by County. It is understood and agreed that Contractor's timely submission of program implementation, financial, and related data, and County's access to said data is an essential element of this Agreement.

**C. SERVICE REQUIREMENTS:**

1. Day Treatment Intensive and Day Rehabilitation:
   a. In addition to meeting the requirements of Title 9, CCR, Sections 1840.318, 1840.328, 1840.330, 1840.350, and 1840.352, and DMH Information Notice No. 02-06, as currently interpreted or as amended during the term of this Agreement, providers who are authorized to perform day treatment intensive and day rehabilitation shall include the following minimum service components in day treatment intensive or day rehabilitation:

i. Community meetings, which means meetings that occur at a minimum once a day, but may occur more frequently as necessary, to address issues pertinent to the continuity and effectiveness of the therapeutic milieu that may, but are not required to be a part of the continuous therapeutic milieu; actively involve staff and Clients; for day treatment intensive, include a staff person whose scope of practice includes psychotherapy; for day rehabilitation, include a staff person who is a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist, a registered nurse, a psychiatric technician, a licensed vocational nurse, or a mental health rehabilitation specialist; address relevant items including, but not limited to what the schedule for the day will be, any current event, individual issues Clients or staff wish to discuss to elicit support of the group, conflict resolution within the milieu, planning for the day, the week, or for special events, old business from previous meetings or from previous day treatment experiences, and debriefing or wrap-up.

ii. A therapeutic milieu, which means a therapeutic program that is structured by the service components described in "A – Definitions" above with specific activities being performed by identified staff; takes place for the continuous scheduled hours of operation for the program (more than four (4) hours for a full-day program and a minimum of three (3) hours for a half-day program); includes staff and activities that teach, model, and reinforce constructive interactions; includes peer and staff feedback to Clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress; involves Clients in the overall program, for example, by providing opportunities to lead community meetings and to provide feedback to peers; includes behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or no additional therapeutic intervention.

b. An established protocol for responding to Clients experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crises. The protocol may include referrals for crisis intervention, crisis stabilization, or other SMHS necessary to address the Client's urgent or emergency psychiatric condition ("crisis services"). If Clients will be referred to crisis services outside of the day treatment intensive or day rehabilitation program, the day treatment intensive or day rehabilitation staff shall have the capacity to handle the crisis until the Client is linked to the outside crisis services.

c. A detailed weekly schedule that is available to Clients and, as appropriate, to their families, caregivers, or significant support persons. The detailed schedule will be a written weekly schedule that identifies when and where the service components of the program will be provided and by whom. The written weekly schedule shall specify the program staff, their qualifications, and the scope of their responsibilities.

d. Staffing ratios that are consistent with the requirements in Title 9, CCR, Sections 1840.350 and 1840.352, as currently interpreted or as amended during the term of this Agreement, and, for day treatment intensive, that include at least one (1) staff person whose scope of practice includes psychotherapy.

e. Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside of the hours of operation and therapeutic milieu, e.g., time for travel, documentation, and caregiver contacts. Such day treatment intensive and day rehabilitation activities are included in the day rate and shall not be billed separately from, or in addition to the day rate.

f. The Contractor shall require that at least one (1) staff person is present and available to the group in the therapeutic milieu for all scheduled hours of operation.

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

h. The beneficiary will be present for all scheduled hours of operation for each day. When a beneficiary is unavoidably absent for some part of the hours of operation, the Contractor shall receive Medi-Cal reimbursement for day treatment intensive and day rehabilitation for an individual beneficiary only if the beneficiary is present for at least fifty percent (50%) of the scheduled hours of operation for that day.

i. The Contractor shall have t least one (1) contact, face-to-face or by an alternative method (e.g., e-mail, telephone, etc.) per month with a family member, caregiver, or other significant support person identified by an adult Client, or one (1) contact per month with the legally responsible adult for a Client who is a minor. Adult Clients may choose whether or not to utilize this service.. The contacts and involvement should focus on the role of the significant support person in supporting the Client's reintegration into the community. It is expected that this contact will occur outside hours of operation and the therapeutic milieu for day treatment intensive and day rehabilitation, and will be billed for neither separately, nor in addition to the day rate.

2. Outpatient Services:

Contractor shall provide a full range of quality mental health outpatient services, as described in herein, to the child/youth and families/care providers individually, and in various combinations, as indicated by clinical need and reflected in the Treatment Plan.

a. Services shall be provided in accordance with the County Mental Health Plan.
    i. Mental health services shall be provided to the individual child or youth, and may include family or significant support persons.
    ii. Services shall be provided anywhere in the community including home, school, office, or other sites. Place of service shall enhance delivery and access to service. Contractor hours shall be flexible to include weekends and evenings to accommodate the family/care provider.
    iii. The length, type, and duration of mental health services shall be defined in the Treatment Plan. Length of service will be based on clinical need as determined by the case-assigned Clinician/Therapist/Service Coordinator in collaboration with the child/youth/family, but will not exceed the time authorized by HHSA/MHD on the Treatment Plan.
    iv. The Client shall be defined as the child/youth that is authorized to receive mental health services from the Contractor. In cases where there is more than one (1)

child/youth in the same family receiving mental health services, each child/youth is to be considered a separate Client.

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

3. Therapeutic Behavioral Services ("TBS")

a. Contractor shall provide TBS in accordance with the DMH/DHCS guidelines, and as outlined in the Mental Health Plan.

b. Contractor shall develop the TBS Client plan in order to provide an array of individualized, one-to-one services that target behaviors or symptoms that jeopardize existing placements, or are barriers to transitioning to a lower level of residential placement.

c. Contractor shall ensure that services are available at times and locations that are convenient for parents/care providers and acceptable to the child/youth.

d. Contractor shall develop a Transition Plan at the inception of TBS.

i. The Transition Plan shall outline the decrease and/or discontinuance of TBS when they are no longer needed, or appear to have reached a plateau in effectiveness.

ii. When applicable, Contractor shall include a plan for transition to adult services when the child/youth turns twenty-one (21) years old, and is no longer eligible for TBS.

e. Contractor shall provide services at any community location not otherwise prohibited by regulations. These may include homes, foster homes, group homes, after school programs, and other community settings.

f. Contractor shall incorporate all goals and objectives on the IEP related to the child/youth's mental health needs into the child/youth's TBS Client plan when appropriate.

g. Contractor shall provide the number of service hours to the child/youth as indicated on the TBS Client plan. Billable service hours shall not exceed twenty-four (24) hours on any given day.

h. Contractor shall comply with all TBS policies and procedures developed by HHSA/MHD incorporated by reference as if fully set forth herein.

i. Contractor shall comply with all letters related to TBS readily available on the DHCS website, incorporated by reference as if fully set forth herein.

4. Katie A. Subclass Services ("Katie A.")

a. Clients designated Katie A. Subclass shall have access to all necessary specialty mental health services, in addition to Katie A. Subclass services, in order to ensure appropriate treatment.

b. Contractor shall develop an ICC team to facilitate assessment, care planning, and coordination of services, including urgent services (for children/youth who meet the Katie A. guidelines.) Services will include, but not be limited to:

i. Comprehensive Assessment and Periodic Reassessment-These assessment activities are different from the clinical assessment to establish medical necessity for specialty mental health services but must align with the mental health client plan. Information gathering and assessing needs is the practice of gathering and evaluating information about the child/youth and family, which includes gathering and assessing the strengths as well as assessing the underlying needs. Assessing also includes determining the capability, willingness, and availability of resources for achieving safety, permanence, and well-being of children/youth.

ii. Development and Periodic Revision of the Plan-Planning within the CPM is a dynamic and interactive process that addresses the goals and objectives necessary to assure that children/youth are safe, live in permanent loving families, and achieve well-being. This process is built on an expectation that the planning process and resulting plans reflect the child/youth and family's own goals and preferences and that they have access to necessary services and resources to meet their needs.

The ICC coordinator is responsible for working within the Child and Family Team ("CFT") to ensure that plans from any of the system partners (child welfare, education, juvenile probation, etc.) are integrated to comprehensively address the identified goals and objectives, and that the activities of all parties involved with service to the child/youth and/or family are coordinated to support and ensure successful and enduring change.

iii. Referral, Monitoring and Follow-Up Activities
Monitoring and adapting is the practice of evaluating the effectiveness of the plan, assessing circumstances and resources, and reworking the plan as needed. The CFT is also responsible for reassessing the needs, applying knowledge gained through ongoing assessments, and adapting the plan to address the changing needs of the child/youth and family in a timely manner, but not less than every 90 days. Intervention strategies should be monitored on a frequent basis so that modifications to the plan can be made based on results and incorporate approaches that work and refine those that do not.

iv. Transition
When the child/youth has achieved the goals of his/her client plan, developing a transition plan for the client and family to foster long term stability including the effective use of natural supports and community resources

c. Provide IHBS medically necessary, skill-based interventions for the remediation of behaviors or improvement of symptoms, including but not limited to the implementation of a positive behavioral plan and/or modeling interventions for the child/youth's family and/or significant others to assist them in implementing the strategies.

i. Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others;

ii. Development of skills or replacement behaviors that allow the child/youth to fully participate in the CFT and service plans including but not limited to the plan and/or child welfare service plan;

iii. Improvement of self-management of symptoms, including self-administration of medications as appropriate;

iv. Education of the child/youth and/or their family or caregiver(s) about the child/youth's mental health disorder or symptoms and how to manage the disorder or symptoms;

v. Support of the development, maintenance and use of social networks including the use of natural and community resources;

vi. Support to address behaviors that interfere with the achievement of a stable and permanent family life;
vii. Support to address behaviors that interfere with seeking and maintaining a job;
viii. Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community; Support to address behaviors that interfere with transitional independent living objectives such as seeking and maintaining housing and living independently.

5. Full Service Partnership ("FSP") Services:
   a. Contractor shall provide FSP services to children and youth who are eligible for Medi-Cal, Title IV-E Waiver dollars, and SB 1667 funds who meet the MHD target population criteria and would benefit from intensive rehabilitation services. Contractor shall provide Parent Partners for their Family Teams.
   b. Target population to be served are children and youth at risk of RCL 10/14 out-of-home care, or children/youth who are currently placed in RCL 10/14 care.
   c. Contractor shall provide referrals and/or facilitate linkage to community social services for needs such as housing, food, clothing, and transportation.
   d. Contractor shall develop a Family Team that is comprised of family, friends, agency staff, and people who are involved with the child and family to support the family. The Family Team shall determine service needs. The Family Team is to complete a strength-based assessment, along with a Family Team Plan that includes a crisis plan, within fifteen (15) days of the referral.
   e. Contractor shall be available twenty-four (24) hours a day, seven (7) days per week including holidays to provide: (1) immediate face-to-face response to a crisis call, (2) immediate support services to all family members, and (3) Emergency Family Team meeting to revise safety plans as needed.
   f. Contractor shall have a Policy and Procedure to address after-hours work and supervisor availability.
   g. Contractor shall comply with quarterly and semi-annual reporting and Satisfaction Survey provision requirements as described in the Facilitator Protocol binders.

6. Intake – Eligibility Determination:
   a. Each beneficiary receiving services shall meet the criteria for EPSDT/SMHS continuously for the duration of provision of services. Eligibility for EPSDT/SMHS is established by completion of an assessment with the beneficiary and their family. The assessment must establish Medical Necessity as previously defined.
   b. Eligibility for Mental Health Treatment requires <u>at least one item</u> be present from each of "Diagnostic Criteria," "Impairment Criteria," and "Intervention Related Criteria" as defined below.
      i. Diagnostic Criteria: Eligibility requires at least one (1) of the following Diagnostic and Statistical Manual of Mental Disorders ("DSM-IV") "Included Diagnoses," which will be the focus of the intervention being provided.

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| **Included Diagnoses:** | |
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| Adjustment Disorders | Medication-Induced Movement Disorders |
| Attention Deficit and Disruptive Behavior Disorders | Mood Disorders |
| Dissociative Disorders | Other Disorders of Infancy, Childhood, or Adolescence |
| Eating Disorders | Paraphilia |
| Elimination Disorders | Personality Disorders, excluding Antisocial Personality Disorder |
| Factitious Disorders | Pervasive Developmental Disorder, except Autistic Disorder, which is "Excluded." |
| Feeding and Eating Disorders of Infancy or Early Childhood | Schizophrenia and Other Psychotic Disorders |
| General Identity Disorders | Impulse-Control Disorders Not Otherwise Specified |
| **Excluded Diagnoses:** | |
| Antisocial Personality Disorder | Mental Retardation |
| Autistic Disorders (Other Pervasive Developmental Disorders are "Included") | Motor Skills Disorder |
| Mental Disorders Due to a General Medical Condition | Other conditions that may be a focus of clinical attention, except "Medication Induced Movement Disorders" which are "Included" |
| Delirium, Dementia, and Amnesic and Other Cognitive Disorders | Sexual Dysfunctions |
| Learning Disorders | Sleep Disorders |
| Communication Disorders | Substance-Related Disorders |
| Tic Disorders | |

Presence of an "Excluded Diagnosis" does not preclude eligibility for service for an "Included Diagnosis."

ii. Impairment Criteria. Must have at least one of the following three items as a result of the mental disorder(s) identified in the section titled "Diagnostic Criteria":
   1) A significant impairment in an important area of life functioning, or
   2) A probability of significant deterioration in an important area of life functioning, or
   3) Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. (Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated, current State Department of Health Services EPSDT regulations also apply.)

iii. Intervention Related Criteria: Must have all three items shown below:
   1) The focus of proposed interventions is to address the condition identified in the section titled "Impairment Criteria" above, and
   2) It is expected the beneficiary will benefit from the proposed intervention by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning, and/or for children it is

probable the child will progress developmentally as individually appropriate (or if covered by EPSDT can be corrected or ameliorated,) and

3) The condition would not be responsive to physical healthcare based treatment.

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

c. Contractor shall not accept a referral for a child/youth if s/he cannot be offered an appointment to be seen within ten (10) business days.

d. Contractor shall screen one hundred percent (100%) of referred children/youth for Medi-Cal eligibility upon initial assessment and monthly for all children/youth receiving services in the case of group homes, and with each additional service in the case of outpatient services. The eligibility screening shall include verifying the County of El Dorado as the responsible County, and confirming for valid full scope aid codes.

i. If the child/youth becomes ineligible for Medi-Cal, Contractor shall take the necessary steps to ensure the timely re-instatement of Medi-Cal eligibility.

e. If services defined in California Government Code, Title I, Division 7, Chapter 26.5 ("Chapter 26.5") are authorized by County, Contractor shall provide such services in accordance with Code Sections 7572.5, 7576, 7582, 7585, and 7586, as currently interpreted or as amended during the term of this Agreement.

i. Contractor shall coordinate with MHD Quality Improvement Unit ("QIU") to include tracking Chapter 26.5 status and notification of all changes to the level of services for all Chapter 26.5 eligible children and youth.

ii. Contractor shall attend IEP Team Meetings if requested by County.

7. Miscellaneous Requirements

a. Contractor shall provide comprehensive SMHS, as defined in Title 9, CCR, Division 1, Chapter 11, as currently interpreted or as amended during the term of this Agreement, to children and youth who are referred by County and who meet the criteria established in, and in accordance with, the MHP.

b. Contractor shall obtain written pre-authorization for all mental health services from the MHD QIU. Services rendered by Contractor without pre-authorization shall not be reimbursed.

c. Contractor shall adhere to guidelines in accordance with Policy and Procedures issued by the MHD QIU.

d. Contractor shall collaborate with all parties involved with the child and family including but not limited to parents, schools, doctors, social services, Alta Regional, alcohol and drug service providers, and Probation. Contractor shall provide referral and linkages as appropriate.

e. Contractor shall involve child/parents/caregivers/guardians in all treatment planning and decision-making regarding the child's services as documented in the child/youth's Treatment Plan.

f. Contractor shall provide clinical supervision to all treatment staff in accordance with the State Board of Behavioral Sciences and State Board of Psychology.

g. Contractor shall attend County-sponsored provider meetings and other work groups as requested.

h. Contractor shall provide Clients with a copy of the El Dorado County Mental Health Plan Grievance and Appeal brochures and "Guide to Medi-Cal Mental Health Services." If requested, Contractor shall assist Clients/families in the Grievance or Appeal process outlined in the above referenced documents.
i. Contractor shall complete all performance outcomes requirements in accordance with the DMH and the MHD.
j. Contractor shall adhere to the guidelines in accordance with policies and procedures issued by MHD QIU including but not limited to:
    i. Contractor shall complete all chart documentation as defined in the QIU.
    ii. Contractor shall participate in all County required Utilization Reviews.
    iii. Contractor shall conduct his or her own internal Utilization Review.
    iv. Contractor shall comply with audit requests by the County.
k. Contractor is prohibited from using any unconventional mental health treatments on children. Such unconventional treatments include, but are not limited to, any treatments that violate the child's personal rights as provided in Title 22, CCR, Division 6, Chapter 1, Section 80072(3). Use of any such treatments by Contractor or any therapist providing services for Contractor shall constitute a material breach of this Agreement and may be cause for termination of this Agreement.

**D. MEDICATION SUPPORT SERVICES:**

Services shall include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. These services can only be provided, and billed for, by medical doctors, family nurse practitioners, physician assistants, nurses, and psychiatric technicians. Sessions/activities as noted below are inclusive of time required for documentation:

| Activities: | Session shall be less than or equal to: |
|---|---|
| Assessment / Evaluation - Initial | 90 minutes |
| Assessment / Evaluation – Follow Up | 45 minutes |
| Case Management | 15 minutes |
| Medication Refill | 10 minutes |

**E. EVALUATION OF CONTRACTOR'S PERFORMANCE:**

The County shall evaluate the Contractor's performance under this Agreement after completion of the Agreement. County shall maintain a copy of any written evaluation in the County contract file. The County's determination as to satisfactory work shall be final absent fraud or mistake.

2) Article III shall be amended in its entirety to read as follows:

**ARTICLE III**

**Compensation for Services:** Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director's designee granting an extension of the time to complete billing for services or expenses. For

billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled "Scope of Services."

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

A. Rates: Effective July 1, 2012 rates shall be as follows:

| Service Type | Unit | Rate |
|---|---|---|
| Case Management Services | Minute | $2.02 |
| Day Rehabilitation | Day | $131.24 |
| Medication Support Services | Minute | $4.82 |
| Mental Health Services | Minute | $2.61 |
| Non Medi-Cal Reimbursable Rehabilitation Services | Minute | $1.95 |
| Therapeutic Behavioral Services | Minute | $1.75 |

B. Effective July 1, 2013, rates shall be as follows:

| Service Type | Unit | Rate |
|---|---|---|
| Case Management Services | Minute | $2.02 |
| Day Rehabilitation | Day | $131.24 |
| Medication Support Services | Minute | $4.82 |
| Mental Health Services | Minute | $2.30 |
| Non Medi-Cal Reimbursable Rehabilitation Services | Minute | $1.61 |
| Therapeutic Behavioral Services | Minute | $1.61 |

C. Effective July 1, 2014, rates shall be as follows: (Rates shall be applicable to all SMHS, unless otherwise noted.)

| Service Type | Unit | Rate |
|---|---|---|
| Intensive Care Coordination (ICC) (Katie A. only) | Minute | $2.02 |
| Intensive Home Based Services (IHBS) (Katie A. only) | Minute | $2.02 |
| Case Management Services | Minute | $2.02 |
| Day Rehabilitation | Day | $131.24 |
| Medication Support Services | Minute | $4.82 |
| Mental Health Services | Minute | $2.30 |
| Non Medi-Cal Reimbursable Rehabilitation Services | Minute | $1.61 |
| Therapeutic Behavioral Services | Minute | $1.61 |

A. Invoices/Remittances:

1. Invoices / Remittances shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

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| Mail invoices to: | Mail remittance to: |
|---|---|
| County of El Dorado- HHSA<br>3057 Briw Rd, Suite B<br>Placerville, CA 95667<br>Attn: Finance Unit | Summitview Child and Family Services, Inc.<br>670 Placerville Dr. Suite 2<br>Placerville, CA 95667<br>Attn: Accounts Receivable |

2. Invoices for services for Katie A. Subclass clients shall be submitted separately from all other SMHS provided. All services provide to Katie A. Subclass clients shall be identified as such on the invoice for reimbursement purposes as specified below in Section "D." Failure to appropriately identify Katie A. Subclass client services on a separate invoice shall result in a delay in processing payment.

B. Full Service Partnership Expenses: All purchases of goods and services for FSP Clients up to $500 must be approved in writing by the HHSA Director or designee (i.e., Manager of Mental Health Programs). Purchases over $500 must be approved in writing by the HHSA Director or Assistant Director of Health Services. FSP expenses must be shown separately on invoices and Contractor must provide supporting documentation in the form of original, itemized receipts.

C. The **maximum obligation** for services provided during the term of this Agreement for Services shall not exceed $1,760,000 for all SMHS as follows:

The maximum contractual obligation of the County under this Agreement shall not exceed $1,560,000 for all SMHS, except as identified below, during the term of July 1, 2012 through June 30, 2015 of the Agreement.

The maximum contractual obligation of the County under this Agreement shall not exceed $200, 000 for services provided to Katie A. Subclass Clients during the Fiscal year 2014/2015 of the Agreement.

3) Articles XLV –" Audit by California State Auditor" and Article XLVI "Change of Address" shall be added, and Article XLV "Entire Agreement" shall be renumbered as follows:

**ARTICLE XLV**

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

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**ARTICLE XLVI**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary, provided that such change of address does not conflict with any other provisions of this Agreement.

**Former Article XLV is hereby renumbered as Article XLVII and shall read as follows:**

**ARTICLE XLVII**

**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.

Except as herein amended, all other parts and sections of that Agreement 131-S1311 and any amendments thereto shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Patricia Charles-Heathers Dated: 5/9/14

Patricia Charles-Heathers, Ph.D., Assistant Director
Health and Human Services Agency

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: _____ Dated: 5/12/2014

Don Ashton, M.P.A., Director
Health and Human Services Agency

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**IN WITNESS WHEREOF**, the parties hereto have executed this Third Amendment to that Agreement for Services 131-S1311 on the dates indicated below.

**--COUNTY OF EL DORADO--**

Dated: _____

By: _____
Norma Santiago, Chair
Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

**--CONTRACTOR--**

SUMMITVIEW CHILD & FAMILY SERVICES, INC.
A CALIFORNIA CORPORATION

By: _____ Dated: 5/12/14
Carla L. Wills, Co-Executive Director
"Contractor"

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