

ORGANIZATIONAL PROVIDER AGREEMENT FOR FOSTER CHILDREN PLACED OUT OF COUNTY

This Contract is entered into on _____ "Contract date" between the Mental Health

Plan of _____, hereinafter referred to as MHP and _____,

hereinafter referred to as "Contractor" for access to Medi-Cal Specialty Mental Health Services for Foster Children placed

out-of-county. Contractor is located in the County of _____ and is certified by a MHP to

provide Medi-Cal services, as evidenced by the attached Certification.

1. General Authority:

The Services will be provided in compliance with all applicable Federal and State laws and regulations including but not limited to:

- A. Division 5, (commencing with Section 5000) of the Welfare and Institutions (W&I) Code.
- B. Title 42, Code of Federal Regulations (CFR) Part 438, Managed Care
- C. California Code of Regulations Title 9, Chapter 11, Medi-Cal Specialty Mental Health Services
- D. MHP Contract, Exhibit A, Attachment 1, Y. Report on Procedures for Serving Foster Children Placed Out-of-County
- E. MHP Contract, Exhibit A, Attachment 1, W. Requirements for Day Treatment Intensive and Day Rehabilitation

All relevant provisions of the Authority above are incorporated herein by reference.

2. Definition of Foster Child:

A Court dependent or ward of the Court and children who are subject to a petition pursuant to W&I Code Section 300 & 602.

3. Term:

Term is effective on the Contract date entered above, and shall be terminated by June 30, 20____, unless extended by the MHP in accordance with MHP policy.

4. Scope of Services and Clinical Requirements:

Contractor shall perform the medically necessary services authorized by the MHP, specified in Exhibit A, which is incorporated herein, and in accordance with the clinical standards therein.

5. Compensation for Services and Fiscal Requirements:

In consideration for Contractor's performance, MHP shall pay compensation to Contractor according to the terms specified in Exhibit B, which is incorporated herein.

The Contract maximum shall be \$ _____ .

6. General Terms and Conditions:

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Exhibit C, which is incorporated herein.

7. Insurance Requirements:

Contractor shall maintain the following insurance policy limits of coverage consistent with the insurance requirements specified in Exhibit D, which is incorporated herein.

- A. Comprehensive general liability insurance: \$1,000,000
- B. Professional liability insurance: \$3,000,000
- C. Comprehensive motor vehicle liability insurance: \$1,000,000
- D. Worker's Compensation Insurance as required by the Labor Code of the State of California

8. Termination:

The number of days of advance written notice required for termination of this contract by either party is at a minimum thirty (30) days and not greater than sixty (60) days. County may terminate this contract immediately if Contractor materially violates any one of the provisions of State or Federal regulations herein.

9. Privacy Rights:

The services in this Contract are governed by the standards and requirements of the Health Insurance Portability & Accountability Act (HIPAA) as set forth in Exhibit E which is incorporated herein. The client's right to privacy and confidentiality is also maintained by California laws and regulations as set forth in Exhibit A.

10. Specific MHP Terms and Conditions:

The rights and duties of the parties to this contract are additionally governed by the specific terms mutually agreed to and listed in Exhibit F, which are limited to specific State or Federal agreements that supersede the provisions herein, pursuant to W&I Code 5777.7(a)(3)(B).

10-0291.B.2

11. Information about Contract Administrators:

The following names, title, address, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for MHP

Name: _____

Address: _____

City: _____

State: California _____

Zip: _____

Phone No: _____

Fax No: _____

Contract Administrator for Contractor

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone No: _____

Fax No: _____

Signatures

Approved by County

Chair: _____

of _____ County

Board of Supervisors.

X _____

Date: _____

Approved by Contractor

Name: _____

Federal Tax ID: _____

X _____

Date: _____

Approved by County Mental Health Director:

Name: _____

X _____

Date: _____

Approved As a Legal Form:
(if required by county)

_____ County Counsel

Name: _____

X _____

Date: _____

10-0291.B.3

Exhibit A- Scope of Services and Clinical Requirements

1. Speciality Mental Health Services:

Only the services specified in the Client Plan and authorized by the MHP or the MHP's designee will be subject to payment by the MHP. Services contracted under this agreement are specified below.

Service Description	Provider Currently Certified	MHP Will Certify Provider	Provider Not Certified	Contracted Service
Mental Health Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Case Management, Brokerage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Medication Support Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crisis Intervention	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crisis Stabilization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Day Treatment Intensive - Half day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Day Treatment Intensive - Full day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Day Rehabilitation - Half day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Day Rehabilitation - Full day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Initial Authorization:

Contractor shall submit an initial Service Authorization Request to the MHP or the MHP's designee. MHP or MHP's designee will review for authorization and communicate the results to Contractor in writing or electronic mail (email) within 3-14 days of receipt, in accordance with applicable state and federal statute and regulations.

3. Client Plan:

The client plan will be submitted by Contractor to the MHP upon request of the MHP and no later than sixty (60) calendar days after admission of foster child, including the requested level of services to be provided for each service type.

4. Discharge Planning:

Will begin at the time of initial assessment, be specified in the treatment goals and in the client plan and is accomplished through collaborative communication with the designated County placing agency AND MHP staff. In the case of an emergency discharge (i.e. psychiatric hospitalization, removal of client by self, or family, serious illness or accident, etc) The MHP staff will be contacted and consulted immediately and at latest within 24 hours.

10-0291.B.4

5. Outcome Measurement and Performance Reporting Requirements:

Contractor agrees to provide the required data elements to meet the State Department of Mental Health (DMH) standards for any outcome measures as required by county contract standards. When requested by the MHP, the Contractor shall provide required Client Services Information (CSI) data elements necessary to open, update, or close a client episode of care.

6. Quality Assurance/Utilization Review/Compliance:

The requirements specified in Statute, Regulation and MHP contract regarding QA and UR shall apply to the services provided to Foster Care clients. The Contractor shall update assessment and client plans consistent with MHP frequency requirements.

7. Medical Records:

The MHP contract Exhibit A - Attachment 1 - Appendix C contains required " Documentation Standards for Client Records. " Contractor shall comply with these requirements. Contractor shall use standard forms issued by the DMH when a standard form is available.

8. Retention of Records:

Contractor shall maintain and preserve all clinical records related to this contract for a period of seven (7) years from the date of discharge for clients over the age 18 and up to age 21, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the client's eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial seven year period shall arise only if the MHP notifies Contractor of the commencement of an audit prior to the expiration of the seven year period. If the contract is cancelled or the contractor closes business, the contractor shall arrange for appropriate storage and accessibility of records by the MHP.

9. Confidentiality:

Contractor will maintain confidentiality of client medical and/or psychiatric records of clients as required by all California and Federal laws and regulations, including but not limited to:

- A. California W&I Code Section 5328 et seq.;
- B. California Evidence Code Section 1010 seq.
- C. HIPPA, 45 Code of Federal Regulations, Parts 106 & 164
- D. HIV/AIDS, Health and Safety Code Section 121025-121035
- E. Alcohol and Substance Abuse Programs, 42 Code of Federal Regulations Part 2

Contractor agrees to inform all of its employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions State and Federal laws is a misdemeanor.

10-0291.B.5

Exhibit B - Compensation for Services and Fiscal Requirements

1. Authorization and Rates for Specialized Mental Health Services:

- A. Payment may be requested for the services identified in this Agreement based on documented medical and service necessity and as authorized by the MHP, MHP designee or contractor if designated by the MHP.
- B. Service authorization as determined by the MHP, MHP designee or contractor if designated by the MHP may change over the duration of treatment based on client needs. Contractor will not be reimbursed for unauthorized services. MHP will be responsible for service authorization and payment only for service months during which the consumer has Medi-Cal assigned to that MHP (County Code). If the MHP of beneficiary is changed during the course of treatment, authorization and payment of responsibilities transfer to the new MHP of beneficiary.
- C. Rate setting and payment shall be consistent with federal and state statute, regulations and with the MHP contract. These rates are presently:

a.)	Mental Health Services		per minute
b.)	Case Management, Brokerage		per minute
c.)	Medication Support Services		per minute
d.)	Crisis Intervention		per minute
e.)	Crisis Stabilization		per minute
f.)	Day Treatment Intensive - Half Day		per minute
g.)	Day Treatment Intensive - Full Day		per minute
h.)	Day Rehabilitation - Half Day		per minute
i.)	Day Rehabilitation - Full Day		per minute

2. Medi-Cal Reimbursement Requirements:

- A. Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, and claim submissions consistent with State and Federal requirements.
- B. Contractor shall submit an Invoice within thirty (30) days for each consumer which details the units of service provided and payment rate, accompanied by the authorizing documents provided by MHP or designee.
- C. Contractor will cooperate with the MHP process for submitting the unit of service data for the MHP Medi-Cal billing process on the required time line. A signed certification of claim shall be submitted with each invoice.
- D. The MHP shall pay the Contractor consistent with the certified public expenditure process required by 42 CFR 433.51.
- E. If Cost Report Settlement is required, it shall be completed by the MHP within a reasonable time line. Payment shall be required by MHP or Contractor within sixty (60) days of Settlement or as otherwise mutually agreed.

10-0291.B.6

3. Audits:

Contractor shall comply with the MHP, State, or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings. Contractor and MHP shall each be responsible for any audit exceptions or disallowances on their part. MHP shall not withhold payment from Contractor for exceptions or disallowances for which the MHP is financially responsible, consistent with W&I Code 5778 (b)(4).

4. Records to be Maintained:

Contractor shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. All such records, kept by Contractor shall be made available to MHP or its authorized representative, or officials of the county, State or Federal agencies for review or audit during normal business hours. All fiscal records shall be maintained for seven (7) years or until all Audits and Appeals are completed, whichever is later.

10-0291.B.7

Exhibit C - General Terms and Conditions

Indemnification:

Contractor and MHP each agree to indemnify, defend and hold harmless the other party and the other party's officers and employees and subcontractors, from and against any and all claims and losses whatsoever resulting from or connected with, arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnities in connection with such claims or losses, but only in proportion to and to the extent such liability, expenses or damage is caused by any negligent or willful act or omission of the indemnifying party, its employees or agents.

A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

1. Independent Contractor:

Contractor and its officers and staff, in the performance of this contract are Independent Contractors in relation to MHP and not officers or employee of the MHP. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of MHP. Contractor shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or retirement benefits, which taxes or benefits arise out of the performance of this contract. Contractor further represents to MHP that Contractor has no expectation of receiving any employment benefits incidental to employment.

2. Conflict of Interest:

Contractor and its officers and staff shall have no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services hereunder.

3. Compliance with Applicable Laws:

Contractor shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, certifications or other requirements necessary to perform the duties imposed expressed or implied under this contract.

4. Nondiscrimination for Services:

Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection or training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation.

Contractor will give written notice of its obligations under this clause as follows:

- A. Notices - Contractor will post in a conspicuous place such notices to potential applicants and to employees, setting forth their right to be treated in conformity with the non-discrimination provisions of this Agreement.
- B. Position Advertisements - All solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an Equal Opportunity Employer.

10-0291.B.8

5. Bankruptcy:

Contractor shall immediately notify MHP in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors. Contractor shall notify MHP of the location of records and party responsible for granting access to those records.

6. Prohibition Against Assignment and Delegation of Duties:

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract shall be delegated by Contractor without the prior written consent of MHP and any attempted assignment or delegation without such consent shall be void.

7. Severability:

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

8. Entire Contract:

This contract is the entire Contract of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

9. Notices:

Notices to the parties in connection with the administration of this contract shall be given to the person designated by the party, personally, by regular mail, email, or by facsimile transmission as more particularly specified in this paragraph. Notices shall be deemed effective on:

(a)	The day the notice is personally delivered to the person designated by the party, or the office of the party's contract administrator; or
(b)	Five days after the date the notice is deposited in the United States mail, addressed to a person designated by the party, as indicated in this contract, with first-class postage fully prepaid; or
(c)	On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 11 of this contract, provided that an original of such notice is deposited in the United States mail, address to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

10. Responsibility of Contract Administrators:

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the person designated by the party in writing. A party may, in its sole discretion, change its designation of the person responsible for the administration of this contract, and shall promptly give written notice to the other party of any such change.

10-0291.B.9

Exhibit D- Insurance Requirements

1. General Insurance Requirements:

Without limiting Contractor's duty to indemnify MHP, Contractor shall comply with the insurance coverage requirements set forth in the contract and in this Exhibit. Those insurance policies mandated by Paragraph 7, shall satisfy the following requirements:

(a)	Each policy shall be issued by a company authorized by law to transact business in the State of California.
(b)	Each policy shall provide that the MHP shall be given notice in writing of any change, cancellation, or non-renewal no more than thirty (30) days following the receipt of notification of such change, cancellation, or non-renewal by the insurance company.
(c)	The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the MHP and its officers, agents and employees as additional insured's.
(d)	The required coverage shall be maintained in effect throughout the term of this contract.

Contractor shall require MHPs performing work under this contract to obtain substantially the identical insurance coverage required of Contractor pursuant to this Contract.

2. Insurance Coverage Requirements

Contractor shall maintain the following insurance policies in full force and effect during the term of this contract.

- (a) Comprehensive General Liability Insurance - Contractor shall maintain comprehensive general liability insurance, covering all of the Contractor's operations with a combined single limit of not less than the amount set out in paragraph 7 of this contract
- (b) Professional Liability Insurance - Contractor shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 7 of this contract.
- (c) Comprehensive Motor Vehicle Liability Insurance - Contractor shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 7 of this contract.
- (d) Workers' Compensation Insurance - Contractor shall maintain a workers' compensation plan covering all of its employees as required by California Labor Section 3700, either through workers' compensation issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by the contract shall be replaced with consent to self insure issued by the Director of Industrial Relations

3. Certificate of Insurance

Prior to the commencement of performance of services by Contractor and prior to any obligations of MHP, Contractor shall file certificates of insurance with MHP, showing that the Contractor has in effect the insurance required by this contract. Contractor shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, Contractor may provide proof of self-insurance meeting requirements equivalent to those imposed herein. Contractor warrants that Contractor's self-insurance provides substantially the same protection to MHP as the insurance required herein. Contractor further agrees to notify MHP in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

10-0291.B.10

Exhibit E - Health Insurance Portability & Accountability Act - (HIPAA)

Insert MHP HIPPA contact requirements

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

10-0291.B.11

Exhibit F

Insert Specific MHP Terms and Conditions

If the MHP has received a waiver from using the standard documents required by Senate Bill 785 (Chapter 469, Statutes of 2007) pursuant to W&I Code section 5777.7 (a)(3)(B), this exhibit shall cover those waived provisions.

10-0291.B.12