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ORIGINAL

AGREEMENT FOR SERVICES #072-S0911

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Summitview Child Treatment Center, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 768 Pleasant Valley Road, Suite 304, Diamond Springs, CA 95619, (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide Specialty Mental Health Services for children (hereinafter referred to as "Beneficiaries") on an "as requested" basis for the El Dorado County Department of Mental Health (MHD); and

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

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

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

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

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide therapeutic treatment for Beneficiaries on an "as requested" basis for the Mental Health Department.

Contractor shall provide the following services to Beneficiaries referred by County:

1) **Day Rehabilitation** services as defined in California Code of Regulations, Title 9, Rehabilitative and Developmental Services, Sections 1810.213 and 1810.212 and as further described in Exhibit "A" marked "Program Description," incorporated herein and made by reference a part hereof; and

2) **Specialty Mental Health Services** as defined in California Code of Regulations, Title 9, Rehabilitative and Developmental Services, Section 1810.247.

Contractor shall provide quality care in a manner consistent with efficient, cost effective delivery of covered services.

Contractor shall provide covered services to a Beneficiary in the same manner in which it provides said services to all other individuals receiving services from Contractor subject to any limitations contained in Beneficiaries' treatment plans.

While County Beneficiaries may be placed by the County in Contractor's facility, Contractor recognizes that County is under no obligation to place any Beneficiary in Contractor's facility.

Contractor agrees to provide documentation or reports to County when requested to assure Contractor's compliance with contract terms.

Services shall include, but not be limited to, those set forth in Exhibit "A".

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

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

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 County's access to, and Contractor's timely submission of program implementation, financial, and related data, including the data and information called for in Exhibit "A", is an essential element of this agreement.

ARTICLE II

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

ARTICLE III

Compensation for Services: County shall pay Contractor for services as set forth herein, not to exceed the Statewide Maximum Allowance (SMA) determined by the State. Payment will be made for actual services rendered and will not be made for service units the beneficiary did not attend or receive. Each claim shall describe: a) units of service by individual beneficiary served, and b) dates of service detail for each beneficiary.

PROVISIONAL RATES FOR FISCAL YEAR 2008/2009:

Mental Health Services	\$2.24 per minute
Case Management Services	\$1.80 per minute
Medication Support Services	\$4.15 per minute
Crisis Intervention	\$3.44 per minute
Family Partnership Services / Therapeutic Behavioral Services	\$2.24 per minute
Non-Medi-Cal Reimbursable SB 163 Services	\$1.00 per minute
Day Rehabilitation	\$112.81 per day

Mental Health Services provided – not to exceed \$995,000.00

*SB 163 Stabilization Funds – not to exceed \$5,000.00

Cost Limitations: The Not to Exceed amount of this agreement is \$1,000,000.00, inclusive of all expenses contemplated hereunder.

***Stabilization Funds** – Purchase of goods and services for SB 163 clients: Purchases up to \$500 must be approved by the Mental Health Department Director or designee. Purchases over \$500 must be approved by the Mental Health Department Director or designee and the Department of Human Services Director or designee. Stabilization Funds must be shown separately on invoices and Contractor must provide supporting documentation. The Not to Exceed amount for Stabilization Funds expenditures under this agreement is \$10,000.00.

The total amount of this agreement shall not exceed \$1,000,000.00.

Contractor shall submit monthly invoices no later than thirty (30) days following the end of a “service month” except in those instances where Contractor obtains written approval from MHD Director or Contract Administrator granting an extension of the time to complete billing for services or expenses. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with ARTICLE I, “Scope of Services”.

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

For reimbursement of Stabilization fund expenditures, supporting documentation must include original, itemized receipts.

ARTICLE IV

Cost Report: It is agreed between County and Contractor that the rates stated are intended to represent the Contractor's actual cost as presented in the required Annual Cost Report. Should the Annual Cost Report reflect a rate that is less than that stated herein, Contractor agrees to reimburse County for all amounts paid in excess of the Annual Cost Report rate. Reimbursement shall be remitted to County not later than December 31st for the preceding fiscal/contractual year. If the Annual Cost Report reflects a rate that is more than that stated herein, County agrees to reimburse Contractor for all amounts paid less than the Annual Cost Report rate.

Contractor shall submit the Annual Cost Report to County on or before October 31 of each year. Contractor shall prepare the Cost Report in accordance with all Federal, State, and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. Such costs and allocations shall be supported by source documentation maintained by Contractor, and available at any time to Administrator upon reasonable notice.

Services provided that are Non-Medi-Cal Reimbursable SB 163 Services and Reimbursement for Stabilization Funds will not be included in Cost Report.

Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services provided hereunder. The Cost Report shall be the final financial record of services rendered under this Agreement for subsequent audits, if any.

Final settlement will not exceed the Statewide Maximum Allowable (SMA) rate for each type of service, and will be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed County's total maximum obligation for Mental Health Services of \$995,000.00. If the SMA rate is adjusted during the contract term, the final settlement must not exceed the adjusted SMA rate. Contractor shall not claim expenditures to County which are not reimbursable pursuant to applicable federal, State, and County laws, regulations and requirements.

Any payment made by County to Contractor which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by Contractor to County in cash within forty-five (45) days of submittal of the Cost Report or County may elect to reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

If at any time during the term of the contract the Statewide Maximum Allowable (SMA) rate is lowered to an amount below the provision rate, the provisional rate must immediately be reduced to the new SMA rate.

ARTICLE V

Debarment and Suspension Certification

By signing this agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, or 34 CFR 85. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
- Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- Shall not knowingly enter in to any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State.
- Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to County. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549. If the contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, County may terminate this agreement for cause or default.

ARTICLE VI

Mandated Reporter Requirements: Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provision of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act.

ARTICLE VII

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Consultant during the performance of services provided pursuant to this Agreement, shall be treated by Consultant and Consultant's staff as confidential information. Consultant shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Consultant 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.

ARTICLE VIII

Limitation of County Liability for Disallowances: Notwithstanding any other provision of the Agreement, County shall be held harmless from any Federal or State audit disallowance resulting from payments made to Contractor pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.

To the extent that a Federal or State audit disallowance results from a claim or claims for which Contractor has received reimbursement for services provided, County shall recoup within 30 days from Contractor through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to County applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the federal or state disallowance issue is resolved.

Contractor shall reply in a timely manner to any request for information or to audit exceptions by County, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

ARTICLE IX

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

Contractor shall ensure that each Medi-Cal beneficiary for whom the Contractor is submitting a claim for reimbursement has met the following criteria:

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

The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.

The services included in the claim were actually provided to the beneficiary.

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

A treatment plan was developed and maintained for the beneficiary that met all plan requirements established in the MHP contract between County and the State Department of Mental Health.

For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation, day treatment intensive, and EPSDT supplemental specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract between County and the State Department of Mental Health

NOTE: Authority: Sections 5775, 14043.75 and 14680 Welfare and Institutions Code.

ARTICLE X

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE XIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XIV

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

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ARTICLE XVII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
DEPARTMENT OF MENTAL HEALTH
670 PLACERVILLE DRIVE, SUITE 3
PLACERVILLE, CA 95667
ATTN: BARRY WASSERMAN, CHILDREN'S SERVICES PROGRAM MANAGER

or to such other location as the County directs, with carbon copies to:

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

COUNTY OF EL DORADO
DEPARTMENT OF MENTAL HEALTH
670 PLACERVILLE DRIVE, SUITE 1B
PLACERVILLE, CA 95667
ATTN: CONTRACTS

Notices to Contractor shall be addressed as follows:

SUMMITVIEW CHILD TREATMENT CENTER, INC.
768 PLEASANT VALLEY ROAD, SUITE 304
DIAMOND SPRINGS, CA 95619
ATTN: CARLA L. WILLS, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs, with a carbon copy to:

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

ARTICLE XVIII

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

ARTICLE XIX

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

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- G.** Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H.** The certificate of insurance must include the following provisions stating that:
- 1.** The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2.** The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I.** The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J.** Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K.** Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L.** The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M.** Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N.** In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXI

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXII

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

ARTICLE XXIII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIV

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Barry Wasserman, Children's Services Program Manager, Mental Health Department, or successor.

ARTICLE XXVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXVII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

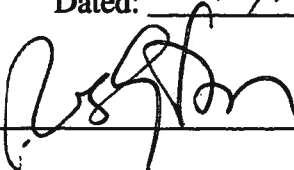
By: Barry Wasserman Dated: 10/21/08
Barry Wasserman, Children's Services Program Manager
Mental Health Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: John Bachman Dated: 10/7/08
John Bachman, Director
Mental Health Department

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

-- COUNTY OF EL DORADO --

Dated: 10/14/08
By: 
Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By:  Dated: 10/14/08
Deputy Clerk

-- CONTRACTOR --

Dated: 10/7/08

SUMMITVIEW CHILD TREATMENT CENTER, INC.
A CALIFORNIA CORPORATION


By: 
Carla L. Wills, Executive Director
"Contractor"

EXHIBIT A
Program Description

CASE MANAGEMENT services are 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:

- A. **Consultation:** Inter-agency and intra-agency **consultation** (or collaboration) regarding the client's care. This activity involves people in professional relationships with the client, e.g. CPS worker, probation officer, teacher, mental health staff, pediatrician. [Supervision is **NOT** billable to case management consultation.]
- B. **Linkage:** Locating and securing for the client needed services and resources in the community. **Examples:** linking a client with funding (SSI, Medi-Cal, etc.), medical/dental care, education, vocational training, parenting classes, etc... This is normally a one-time activity, e.g. locating a low-cost dentist and linking a client with the provider of dental care.
- C. **Access:** Activities related to assisting a client to access mental health services.
Example: Phoning Dial-A-Ride (or a relative or a Board and Care operator) on behalf of a client unable to arrange transportation on their own due to mental illness and impairment in functioning. **Example:** providing interpretation and identification of cultural factors on behalf of a client during a medication evaluation appointment. [Interpretation, in and of itself, is not a billable service.]
- D. **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, when the client is within 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 is 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 service activity. A "support person" is someone in a non-professional relationship with the client.

FAMILY (therapy or rehab) is a therapeutic or rehabilitative activity with a client and their family. "Family" is defined by the client, and includes biological, adopted, foster, and extended family members. "Family" may be understood in a non-traditional manner, e.g. residents at a Board and Care facility.

ASSESSMENT: is a service which may include a clinical analysis of the history and current status of a client's mental, emotional, or behavioral disorder, and diagnosis. Assessment 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.

INDIVIDUAL (therapy or rehab):

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.

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.

GROUP (therapy, rehab or collateral):

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.

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.

MEDICATION SUPPORT SERVICES: These service activities include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals which are necessary to alleviate the symptoms of mental illness. Activities may also include assessment/evaluation, med 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.

CRISIS INTERVENTION is an emergency response service enabling the client to cope with a crisis, while maintaining her/his status as a functioning community member to the greatest extent possible. 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.

THERAPEUTIC BEHAVIORAL SERVICES (TBS) provide short-term one-to-one assistance to children or youth under the age of 21 who have behaviors that put them at risk of losing their placement. It has been determined that it is highly likely that without TBS the minor may need a higher level of care, or that the minor may not successfully transition to a lower level of care. TBS can be provided 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 specialty mental health services concurrent with TBS. Authorization of TBS services happens separately from authorization of other Specialty Mental Health services.

PLAN DEVELOPMENT is 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 IEP may be billed to Plan Development if the progress note documents the staff person's participation in the IEP regarding planning MH services that will better allow the student to achieve academically.

PARENT PARTNER Non-MediCal reimbursable SB163 services or activities provided by the Parent Partner

SB163 Non-MediCal reimbursable SB163 services or activities, authorized by County Department of Human Services (DHS)

Billable Service Definitions

- A. **Beneficiary** as defined in California Code of Regulation Title 9, Chapter 11, Section 1810.205 means any person who is certified as eligible under the Medi-Cal Program according to Title 22, Section 51001.
- B. **EPSDT** refers to 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 21 with non-restricted Medi-Cal eligibility.
- C. **Medi-Cal Statewide Maximum Allowance (SMA)** means the maximum reimbursement rate set by the State for Medi-Cal funded mental health services in the State of California.
- D. **Provisional Rate** means the projected cost of services less the projected revenues. This rate shall be based upon historical cost and actual cost data provided by the CONTRACTOR to the COUNTY in the cost report. Provisional rates shall approximate the actual costs. Costs of services shall not exceed the Statewide Maximum Allowance (SMA). If at any time during the term of the contract the SMA rate is lowered to an amount below the provisional rate, the provisional rate must immediately be reduced to the new SMA rate.

SCOPE AND QUALITY OF SERVICES TO BE PROVIDED BY CONTRACTOR

A. **Values and Vision:** The CONTRACTOR shall abide by the El Dorado Mental Health Plan's goal of creating a "best practice" service delivery model for Mental Health, within available budget resources that will meet the critical mental health needs of El Dorado County residents. Central to this goal is a commitment to collaborative planning among the Mental Health Providers, consumers, their families, and the Mental Health Plan. Principles guiding this effort include:

- Cultural competence throughout the system
- Age appropriate services for children, young adults, adults, and seniors
- A single point of coordinated care for each client

- Client and family involvement in service planning
- Geographically accessible, community-based services
- Patients' Rights advocacy and protection

B. Medical Necessity for EPSDT Specialty Mental Health Services is to be met continuously by the beneficiary for the duration of provision of services. Eligibility for EPSDT Specialty Mental health Services is established by completion of an assessment with the beneficiary and their family. The assessment must establish Medical Necessity defined as follows by the State Department of Mental Health:

Medical Necessity is 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.

Eligibility For Mental Health Treatment (A, B and C must be present)

A. Diagnostic Criteria

Must have one of the following DSM IV diagnoses, which will be the focus of the intervention being provided.

Included Diagnoses:

- Pervasive Developmental Disorder, except Autistic Disorder which is excluded.
- Attention Deficit and Disruptive Behavior Disorders
- Feeding and Eating Disorders of Infancy or Early Childhood
- Elimination Disorders
- Other Disorders of Infancy, Childhood, or Adolescence
- Schizophrenia and Other Psychotic Disorders
- Mood Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identity Disorders
- Eating Disorders
- Impulse-Control Disorders Not Otherwise Specified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality Disorder
- Medication-Induced Movement Disorders

Excluded Diagnoses:

- Mental Retardation
- Learning Disorders
- Motor Skills Disorder
- Communication Disorders

- Autistic Disorders (Other Pervasive Developmental Disorders are included)
- Tic Disorders
- Delirium, Dementia, and Amnesic and Other Cognitive Disorders
- Mental Disorders Due to a General Medical Condition
- Substance-Related Disorders
- Sexual Dysfunctions
- Sleep Disorders
- Antisocial Personality Disorder
- Other conditions that may be a focus of clinical attention, except medication induced movement disorders which are included

A beneficiary may receive services for an included diagnosis when an excluded diagnosis is also present.

B. Impairment Criteria

Must have 1, 2, or 3 (at least one) of the following as a result of the mental disorder(s) identified in the diagnostic (“A”) 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 which can be corrected or ameliorated, current DHS EPSDT regulations also apply).

C. Intervention Related Criteria

Must have all: 1, 2, and 3 below:

1. The focus of proposed interventions is to address the condition identified in impairment criteria “B” 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.

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

GENERAL PROGRAM AND SERVICE REQUIREMENTS

- A. CONTRACTOR shall provide comprehensive specialized mental health services, as defined in the California Code of Regulations Title 9, Chapter 11, to children and youth who meet the criteria established in, and in accordance with, the El Dorado County Mental Health Plan (MHP).

- B. **CONTRACTOR shall obtain written pre-authorization for all mental health services from the El Dorado County Quality Improvement Unit. 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 El Dorado County Quality Improvement Unit.**
- D. **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.**
- E. **CONTRACTOR shall screen 100% of referred children/youth for Medi-Cal eligibility monthly for all children/youth receiving services. The eligibility screening shall include verifying El Dorado County as the responsible County, and assessing for valid full scope aid codes.**
 - 1. **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.**
 - 2. **If the child/youth is not Medi-Cal eligible, CONTRACTOR shall screen the child for Healthy Families eligibility and assist the child and family with the Healthy Families application and eligibility process.**
- F. **CONTRACTOR shall screen 100% of referred Healthy Families beneficiaries for Healthy Families eligibility upon receipt of referral and monthly thereafter.**
- G. **CONTRACTOR shall use the Uniform Method of Determining Ability to Pay (UMDAP), also referred to as "Client Registration", established by the State Department of Mental Health to determine the personal financial liability of all children/youth.**
 - 1. **CONTRACTOR shall explain the financial obligations to the family/care-provider and child/youth at the time of the first visit.**
 - 2. **CONTRACTOR shall, if the family requests, complete a Request for UMDAP Fee Reduction/Waiver and submit to the COUNTY, for families with significant financial issues. CONTRACTOR shall notify the financially responsible party that they remain financially responsible until otherwise stated in writing from the COUNTY. Screening for Healthy Families eligibility and enrollment is required before an UMDAP Fee Reduction/Waiver would be considered.**

- H. **CONTRACTOR** shall provide Chapter 26.5 (Government Code) services in accordance with Government Code Sections 7572.5, 7576, 7582, 7585, and 7586.
1. **CONTRACTOR** shall coordinate with El Dorado County Quality Improvement Unit 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.
 2. **CONTRACTOR** shall attend Individualized Education Program (IEP) Team Meetings.
- I. **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 Division, and Probation. **CONTRACTOR** shall provide referral and linkages as appropriate.
- J. **CONTRACTOR** shall involve child/parents/caregivers/guardian in all treatment planning and decision-making regarding the child's services as documented in the child/youth's Treatment Plan.
- K. **CONTRACTOR** shall provide clinical supervision to all treatment staff in accordance with the State Board of Behavioral Sciences and State Board of Psychology.
- L. **CONTRACTOR** shall attend COUNTY sponsored Provider Meetings and other work groups as requested.
- M. **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.
- N. **CONTRACTOR** shall complete all Performance Outcomes requirements in accordance with the State Department of Mental Health, and El Dorado County Mental Health Department.
- O. **CONTRACTOR** shall adhere to the guidelines in accordance with policies and procedures issued by COUNTY Quality Improvement Unit including but not limited to:
1. **CONTRACTOR** shall complete all chart documentation as defined in the Quality Improvement Unit.
 2. **CONTRACTOR** shall participate in all COUNTY required Utilization Reviews.

3. CONTRACTOR shall conduct their own internal Utilization Review.
 4. CONTRACTOR shall comply with audit requests by the COUNTY.
- P. 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 children's personal rights as provided in Title 22, Division 6, Chapter 1, Section 80072(3) of the California Code of Regulations. 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.

SERVICE REQUIREMENTS FOR OUTPATIENT

- A. CONTRACTOR shall provide a full range of quality mental health outpatient services to the child/youth and families/care providers individually, and in various combinations, as indicated by clinical need and reflected in the Treatment Plan. Services shall be provided in accordance with the El Dorado County Mental Health Plan.
1. Mental health services shall be provided to the individual child or youth, and may include family or significant support persons.
 2. 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.
 3. 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 carrying Clinician/Therapist/Service Coordinator in collaboration with the child/youth/family, but will not exceed the time authorized by El Dorado County Quality Improvement Unit on the Treatment Plan.
 4. The client shall be defined as the authorized child/youth that is receiving 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 considered to be a separate client.
- B. CONTRACTOR shall provide referrals and/or facilitate linkage to community social services for needs such as housing, food, clothing and transportation.

SERVICE REQUIREMENTS FOR SB 163 WRAPAROUND

- A. CONTRACTOR shall provide a full range of quality mental health services to the child/youth and families/care providers individually, and in various combinations, as indicated by clinical need and reflected in the Treatment Plan. Services shall be provided in accordance with the El Dorado County Mental Health Plan.
1. Mental health services shall include, but are not limited to therapy (individual and group), rehabilitation, collateral, plan development, case management, and crisis intervention services.
 2. Mental health services shall be provided to the individual child or youth, and are to include family and significant support persons.
 3. Services are to 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.
 4. CONTRACTOR shall develop Treatment Plans to address the target behaviors causing impairment in functioning.
 5. The length, type and duration of mental health services shall be defined in the Treatment Plan or Reauthorization Assessment. Length of service will be based on clinical need as determined by the case carrying Clinician/Therapist/Service coordinator in collaboration with the child/youth/family, but will not exceed the length authorized.
- B. CONTRACTOR shall provide a comprehensive array of specialized mental health services, including flexible wraparound services, to eligible children and youth in accordance with the Department of Social Services All County Information Notice Number I-28-99.
- C. CONTRACTOR shall provide Wraparound services to children and youth who are eligible for Medi-Cal, Title IV-E Waiver dollars, SB 1667 funds, or Chapter 26.5 services, and who meet the El Dorado County Mental Health Department target population criteria and would benefit from intensive Wraparound services.
- D. Target population to be served is children and youth at risk of RCL 10/14 out of home care, or currently placed in RCL 10/14 care.
- E. CONTRACTOR shall provide referrals and/or facilitate linkage to community social services for needs such as housing, food, clothing, and transportation

- F. 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 included a crisis plan, within 15 days of the referral.
- G. CONTRACTOR shall be available 24 hours per day 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, 3) Emergency Family Team meeting to revise safety plans as needed.
- H. CONTRACTOR shall have a Policy and Procedure to address after-hours work and supervisor availability.
- I. CONTRACTOR shall incorporate all goals and objectives on the Individual Education Plan (IEP) related to the child/youth's mental health needs into the child/youth's Treatment Plan.

SERVICE REQUIREMENTS FOR THERAPUTIC BEHAVIORAL SERVICES (TBS)

- A. CONTRACTOR shall provide Therapeutic Behavioral Service (TBS) in accordance with the State Department of Mental Health guidelines, and as outlined in the El Dorado County 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 which jeopardize existing placements, or which 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.
 - 1. 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.
 - 2. 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. 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 the El Dorado Mental Health Department.**
- I. **CONTRACTOR shall comply with all State Department of Mental Health (DMH) letters related to TBS readily available on the DMH website.**