

CONTRACT ROUTING SHEET

Date Prepared: 4/4/07

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Dustin Bailey
Phone #: 5833
Department Head Signature: Laura S. Gill for Bonnie H. Rich

CONTRACTOR:

Name: Sacramento Children's Home
Address: 2750 Sutterville Road
Sacramento, CA 95820
Phone: 916-452-3981

2007 APR -4 PM 1:53
EL DORADO COUNTY COUNSEL
Daniel Belvedere

CONTRACTING DEPARTMENT: Mental Health

Service Requested: Residential services for minors with emotional disorders
Contract Term: Two Years Contract Value: \$250,000.00
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 4-13-07 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT

DATE	ATTORNEY	DEPT./INDEX NO.	BY:
<u>04/05/2007</u>	<u>ED KNAAPP</u>	<u>0266100</u>	<u>[Signature]</u>

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 4/16/07 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

07 APR 16 PM 2:58
RECEIVED
HUMAN RESOURCES DEPT 1

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

AGREEMENT FOR SERVICES #693-S0711

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 Sacramento Children's Home, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2750 Sutterville Road, Sacramento, CA 95820; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has obtained twenty-four hour residential services for County-authorized minors with serious emotional problems (herein after referred to as "Clients") from Contractor under a separate agreement with El Dorado County Human Services Department; and

WHEREAS, County has determined that it is necessary to obtain Contractor to provide rehabilitative day treatment and medication support services to Clients for the Mental Health Department; and

WHEREAS, such agreements are authorized and provided for by the provisions of Section 5608 of the Welfare and Institutions Code; 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 provisions of these services provided by Contractor are 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 licensed facilities, personnel and services necessary to provide the services set forth in Exhibit "A", marked "Program Description", incorporated herein and made by reference a part hereof, and Exhibit "B" marked "Sacramento Children's Home Residential Mental Health Program", incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2007 through June 30, 2009. RA

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "C", marked "Fee Schedule", incorporated herein and made part by reference hereof. Payment shall be made for actual services rendered and shall 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.

Contractor reserves the right to increase provisional rates over those listed herein to reflect cost increases by giving County thirty (30) days written notice of such change. Rate increases will only become effective upon written acceptance of the Mental Health Director or his/her designee.

Contractor shall not charge any patients or third party payors any fee for service unless directed to do so in writing by the County Mental Health Director at the time the patient is referred for services.

When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by the State Department of Mental Health. Charges shall approximate estimated actual cost.

Contractor will perform eligibility and financial determinations, in accordance with State Department of Health Uniform Method of Determining Ability to Pay, for all patients unless directed otherwise by the County Mental Health Director.

It is expressly understood and agreed between the parties hereto that the County shall make no payment for County-responsible patients and have no obligation to make payment to Contractor unless the services provided by Contractor hereunder received prior written authorization from County Mental Health Director or the Director's designee. It is further agreed that County shall make no payments for services unless Contractor has provided County with evidence of insurance coverage as outlined in ARTICLE XVIII hereof. County may provide retroactive authorization when special circumstances exist, as determined by the County Mental Health Director or the Director's designee.

In accordance with Title 9, California Administrative Code, Section 563, reimbursement for services under this Agreement shall be limited to persons who are unable to obtain private care. Such persons are those who are unable to pay for private care or for whom no private care is available within a reasonable distance from their residence.

Contractor agrees to offset claims submitted to the County for any reimbursements received on behalf of patients covered by this Agreement on the claims for the month in which the revenue was received, unless otherwise directed by the County Mental Health Director or designee. Claim for final payments must be submitted within sixty (60) days of the expiration date of this Agreement.

It is understood that any payments received from County for services rendered under this Agreement shall be considered as payment in full and Contractor cannot look to any other source for reimbursement for the units of service provided under this Agreement, except as stated above, or with specific authorization from the Mental Health Director or designee.

Contractor shall provide County an annual legal entity Cost Report for prior fiscal year no later than October 31st and every year thereafter, as prescribed by State Department of Mental Health in the Short-Doyle Medi-Cal cost report instructions, no later than ninety (90) days after termination of this Agreement. In addition to the annual Cost Report, Contractor will furnish County within sixty (60) days after receipt, a certified copy of an Audit Report from an independent CPA firm. This Audit Report will cover Contractor's fiscal year which most nearly coincides with County's fiscal year. The findings of the annual Cost Report shall be subject to an audit by County and State. The State of California may make such audits as it deems necessary for the purpose of determining reimbursement due County.

Audit Exceptions: Contractor agrees to accept responsibility for receiving, replying to, and complying with any audit exceptions by appropriate County, State or Federal audit agencies occurring as a result of its performance of this Agreement.

Contractor also agrees to pay to the County within 30 days of demand by County the full amount of the County's obligation, if any, to the State and/or Federal government resulting from any audit exceptions, to the extent such are attributable to the Contractor's failure to perform properly any of its obligations under this Agreement.

The total amount of this Agreement shall not exceed \$250,000.00 for the two (2) year period.

ARTICLE IV

Clinical Review/Program Evaluation: The County Mental Health Director or designee shall represent the County in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of the County, including authorization for admission, care, and discharge of all County responsible patients for whom reimbursement is provided under this Agreement.

Contractor shall permit personnel designated by the County Mental Health Director on its premises for the purpose of making periodic inspections and will furnish the County Mental Health Director with such information as the Director may require to evaluate fiscal and clinical effectiveness of the services being rendered.

Formal evaluation of the program will result in a written report to the Contractor within fifteen (15) working days of the conclusion of the evaluation. Any report that results from a site visit will be submitted to the Contractor within fifteen (15) working days of the site visit. Contractor may submit a written response within fifteen (15) working days of receipt of report and such response will be part of the official report.

ARTICLE V

HIPAA Compliance: As a condition of Sacramento Children's Home performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit "E", which is incorporated herein for all intents and purposes.

ARTICLE VI

Applicable Laws and Regulations: Contractor shall provide services in accordance with all applicable State and Federal statutes, regulations, and case law, including but not limited to Title XIX of the Social Security Act and Titles 9 and 22, California Administrative Code, hereinafter referred to as "Code", as well as all future changes or amendments to each of the preceding, and the State of California Department of Mental Health Cost Reporting/Data Collection System, as it pertains to Negotiated Rate contracts, and Short-Doyle Medi-Cal policies, as defined in DMH Letters and Cost Report instructions.

Contractor will, in cooperation with County, comply with Sections 5718(a)(1) of California State Welfare and Institutions Code and obtain a certification of patient's eligibility for mental health services under the California Medical Assistance Program.

Contractor warrants that it and all its employees have all necessary licenses and/or permits required by the laws of the United States, the State of California, County of El Dorado, and all other appropriate governmental agencies, and agrees to maintain these licenses and/or permits in effect for the duration of this Agreement. Failure to maintain these licenses and/or permits shall constitute grounds for the termination of this Agreement by County.

ARTICLE VII

Nondiscrimination: Consistent with the requirements of applicable federal or state law, the Contractor will not engage in any unlawful discriminatory practices in the admission of Clients, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

The Contractor will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a Client.

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE VIII

Records/Inspection and Audit: Contractor shall maintain proper clinical and fiscal records relating to patients served under the terms of this Agreement, as required by the County Mental Health Director, the State Department of Mental Health, and all applicable State and Federal statutes and regulations.

Records on each individual patient shall include but not be limited to admission records, diagnostic studies and evaluations, patient interviews and progress notes, and records of services provided by the various professional personnel, and such records shall be maintained in sufficient detail to make possible an evaluation of services provided and to meet State Department of Mental Health claiming requirements. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment under this Agreement, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Contractor shall make all of its books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination or copying by the

County, the State Department of Mental Health, the Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at the Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the State's fiscal year in which this Agreement was in effect.

Contractor shall keep and maintain accurate accounting records of its salaries and employee benefit costs, operating expenses, and revenues received from any source during the period of this Agreement. Such books and records shall be open to inspection at any reasonable time by the County, the State Department of Mental Health, the Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives for at least four years after the final claim for services rendered under terms of this Agreement has been paid by County, or until audit findings are resolved. The Department of Health, Education and Welfare and the State Department of Health Services shall have the same rights of inspection for Medi-Cal services.

Contractor will allow the County, the State Department of Mental Health Services, the State Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect, evaluate and audit any and all books, records, and facilities maintained by the Contractor and subcontractors, pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement, including work papers, reports, financial records and books of account, Client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Agreement, the Contractor will furnish any such record, or copy thereof, to the State Department of Mental Health Services or Health and Human Services. Authorized agencies will maintain the confidentiality of such books and records in accordance with applicable laws and regulations.

Statistical records shall be maintained as required by the County Mental Health Director and the State Department of Mental Health on forms furnished by said Department or by the County. All statistical data or information requested by the County Mental Health Director shall be provided by Contractor.

All reports, information, data, work product, findings, and conclusions furnished to or collected, prepared, assembled, and/or made by Contractor and Contractor's agents under this Agreement ("Work Product") shall be the property of the County, shall be confidential until County makes the Work Product available for public inspection, and shall not be made available by the Contractor to any person or entity or published by the Contractor without the prior written authorization of the County.

The Contractor shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the Agreement (Government Code, section 8546.7), and shall be subject to the examination and audit of the State of California Auditor General for a period of three years after final payment under this Agreement.

ARTICLE IX

Unusual Occurrences: Contractor shall report unusual occurrences to the County Mental Health Director or the Director's designee. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including but not limited to physical injury and death.

Unusual occurrences are to be reported to the County within five (5) calendar days of event or as soon as possible after becoming aware of the unusual event. Reports are to include the following elements:

1. Complete written description of event including outcome;
2. Written report of Contractor's investigation and conclusions;
3. List of persons directly involved and/or with direct knowledge of event.

The County and the State of California, Department of Mental Health, retain the right to independently investigate unusual occurrences with the cooperation of the Contractor.

ARTILCE X

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 XI

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 XII

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 XIII

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 XIV

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 XV

Default, Termination, and Cancellation:

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

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

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

ARTICLE XVI

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
MENTAL HEALTH DEPARTMENT
344 PLACERVILLE DRIVE, SUITE #17
PLACERVILLE, CA 95667
ATTN: DARRYL KECK, CHILDREN'S SERVICES PROGRAM MANAGER

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

SACRAMENTO CHILDREN'S HOME
2750 SUTTERVILLE ROAD
SACRAMENTO, CA 95820
ATTN: ROY ALEXANDER, CHIEF EXECUTIVE OFFICER

or to such other location as the Contractor directs.

ARTICLE XVII

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 XVIII

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.

- 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 XIX

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 XX

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 XXI

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 XXII

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 XXIII

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 XXIV

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

ARTICLE XXV

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 XXVI

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 XXVII

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 XXVIII

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: Darryl Keck LCSW Dated: 4-27-07
Darryl Keck
Children's Services Program Manager
Mental Health Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: John Bachman Dated: 5/3/07
John Bachman
Director
Mental Health Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: 5/31/07

SACRAMENTO CHILDREN'S HOME
A CALIFORNIA CORPORATION

By: [Signature]
Roy Alexander
Chief Executive Officer
"Contractor"

By: [Signature]
Corporate Secretary

Dated: 2/21/07

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)

SERVICE REQUIREMENTS FOR DAY TREATMENT INTENSIVE AND DAY REHABILITATION

In addition to meeting the requirements of Title 9, California Code of Regulations (CCR), Sections 1840.318, 1840.328, 1840.330, 1840.350, and 1840.352, and State Department of Mental Health Notification Letter No. 02-06, providers of day treatment intensive and day rehabilitation shall include the following minimum service components in day treatment intensive or day rehabilitation:

- A. Community meetings, which mean 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 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.
- B. A therapeutic milieu, which means a therapeutic program that is structured by the service components described in subsections a. and b. below with specific activities being performed by identified staff; takes place for the continuous scheduled hours of operation for the program (more than four hours for a full-day program and a minimum of three 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.

The therapeutic milieu service components described in subsections 1) and 2) below shall be made available during the course of the therapeutic milieu for at least a weekly average of three hours per day for full-day programs and an average of two hours per day for half-day programs. (For example, a full-day program that operates five days per week would need to provide a total of 15 hours for the week; a full-day program that operates for seven days a week would need to provide a total of 21 hours for the week.)

1) Day Rehabilitation shall include:

- a) Process groups, which 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.
- b) Skill building groups, which are groups in which staff help clients to 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.
- c) Adjunctive therapies, which are non-traditional therapies in which both staff and clients participate that utilize self-expression (art, recreation, dance, music, etc.) 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.

2) Day Treatment Intensive shall include:

- a) Skill building groups and adjunctive therapies as described in subsection 1) b and c above. Day Treatment Intensive may also include process groups as described in subsection 1) a above.
- b) **Psychotherapy, which means the use of psychosocial methods within a professional relationship to assist the client or clients**

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, in respect to their intrapersonal and interpersonal processes. Psychotherapy shall be provided by licensed, registered, or waived staff practicing within their scope of practice.

- C. 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 crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the client's urgent or emergency psychiatric condition (crisis services). If clients will be referred to crisis services outside 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.
- D. 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 program will be provided and by whom. The written weekly schedule shall specify the program staff, their qualifications, and the scope of their responsibilities.
- E. Staffing ratios that are consistent with the requirements in Title 9, CCR, Sections 1840.350 and 1840.352, and, for day treatment intensive, that include at least one staff person whose scope of practice includes psychotherapy.

Program staff may be required to spend time on Day Treatment Intensive and Day Rehabilitation activities outside the hours of operation and therapeutic milieu, e.g., time for travel, documentation, and caregiver contacts. These Day Treatment Intensive and Day Rehabilitation activities are included in the day rate and are not to be billed separately from, or in addition to the day rate.

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

The Contractor shall require that if Day Treatment Intensive or Day Rehabilitation staff are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program), a clear audit trail is documented by the provider. 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.

- F. An expectation that 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 ensure that the provider receives Medi-Cal reimbursement for Day Treatment Intensive and Day Rehabilitation for an individual beneficiary only if the beneficiary is present for at least 50 percent of the scheduled hours of operation for that day.
- G. At least one 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 contact per month with the legally responsible adult for a client who is a minor. Adult clients may choose whether or not this service component is done for them. The contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration. It is expected that this contact will occur outside hours of operation and the therapeutic milieu for Day Treatment Intensive and Day Rehabilitation, and not be billed for separately, or in addition to the day rate.

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.
- J. Contractor will comply with quarterly and semi-annual reporting and satisfaction survey provision requirements as described in the Facilitator Protocol binders.
- K. Contractor will provide Parent Partners for their Family Teams.

SERVICE REQUIREMENTS FOR THERAPUETIC 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.

Exhibit "B"

Sacramento Children's Home Residential Mental Health Program

Program Description:

Children and teenagers admitted to the Sacramento Children's Home have experienced varying degrees of trauma in their lives. Aggression and violence, impulsivity, sexual reactivity, thought distortions, and psychotic symptoms present as concerns in over 70% of children admitted to our program. Due to these behaviors, children are ill equipped to function in a family setting, and are often not ready for "permanency" for these reasons.

It is anticipated that following participation in the model presented, that the child/youth will be prepared for living in a family setting. Behaviors that keep them from being able to function in a family setting will be identified during the Intake process, and those barriers will be the targets for treatment during their stay. Outcomes related to the overall goal of being ready for a transition and able to discharge from SCH include:

1. Reduction of assault and aggressive behaviors leading to self, other person, or property damage.
2. Reduction of sexually offensive behavior.
3. Reduction in school related issues that are problematic
4. Reduction in the use of higher levels of care including psychiatric hospitalizations
5. Reduction in the frequency and duration of AWOL's from the facility.
6. Location of and development of positive connections with adults significant to the child/youth such as family or relatives
7. Development and implementation of an actual placement plan when the child/youth is ready.

We will use information from the Quarterly Staffing Reports and CFT's to help measure the progress made in the program, and to discuss options of living situations when they are ready to discharge. We will utilize that information to help make decisions regarding future treatment needs, and to determine how the team will work together to ensure the needs of the child/youth are met. Decisions to refer the child/youth to Wrap services will be a result of knowing that targeted, problem behaviors have been adequately addressed, and that a significant adult or family member/relative has been identified as a placement resource. Our goal is to support the Wrap services in a way that promotes their ability to follow through on the connections in the community.

If a child/youth is receiving Wrap services at intake, we will review the needs of the child to decide whether our Intensive services from our Focus program would better meet the immediate needs of the child/youth. We will work towards a decision regarding which

services are most beneficial at the time of intake. If it appears that Wrap is the best current service, we will support their intensive services, and provide coordination of Outpatient activities. If it is apparent that discharge won't be for a long time, we will request to close the Wrap services and reopen at a more appropriate time.

The focus of our Outpatient services include a commitment to the community to provide 1) Residential based services that helps prepare children to sustain an adult relationship that allows them opportunity to live in a family environment. 2) An integrated service system that will address the vulnerability and rejection they have already experienced in the community, so they can and will be able to participate in their own growth.

Improvement in school performance and elimination of delinquent behaviors dictate our need to 3) work with the Educational and Legal systems, as well as other community providers such as Wrap and TBS. 4) Linkages to other resources will be created by informal visits and telephone contacts, as well as formalized meetings such as the Access referral process, IEP's, Quarterly Staffing Meetings, and CFT's.

Our mental health interventions have the goal of behavioral stabilization, and we will utilize a variety of Cognitive Behavioral Theory and Behavior Modification techniques to accomplish that goal. Distorted cognitions are often a result for children with the histories of our residents, and attention will be paid to their ability to participate in making decisions in how to respond to their environment. It is necessary that we consider developmental issues when deciding on an approach for treatment as they will need to be aware of and have the ability to practice alternative behavior choices. Children coming from histories of abuse have often made decisions to use aggressive behaviors in order to survive, and teaching them how to replace those responses will be part of our effort. We will help "re-educate" the child/youth to living in a family environment by utilizing techniques such as role modeling, positive reinforcement, and family therapy.

Training for staff will be on-going in weekly clinical supervision, along with formalized trainings provided by the Clinical Managers and QI Department. Opportunities in the community will be offered. We will focus on using treatments that have been found to be effective, and implement techniques that become a consistent approach for all residents. During our screening process in hiring new staff, we will review the applicant's use of techniques in their previous work and training, and their willingness to learn techniques we know are effective. Documentation training will include the use of language that clarifies the systematic approach to treatment.

Transition planning for the children/youth will be accomplished by completing assessment used to establish treatment goals, on the ACP and R&R. The child/youth is always a part of that process, and their input requested and respected in the formulation of the plan. One of the markers of growth is their increasing ability to recognize needs and issues and, therefore, their ability to participate in this process. Documentation of their effort is provided in the progress note that details the plan development contact. The transition should evolve in a natural path as relationships are developed, and plans implemented. Realistic expectations will be at the root of the plan to ensure the child/youth can have a successful experience.

Operations:

SCH is a residential facility providing support throughout the 24 hour day. The Crisis Management Counselors, who are trained in mental health interventions, are available from 7AM to 11 PM 7 days a week. There is a Lead Counselor 11PM-7AM 7 days a week who is responsible to access the On-call staff if there is a need for treatment during those hours. It is always possible to access a treatment staff person.

We will work with family systems using the treatment planning process, through visitation and family therapy, and with the help of the Parent Partner. Engaging the family as much as possible allows for relationships between all to be nurtured which often creates opportunity for effective treatment. Support from the Parent Partner for family advocacy will be available via individual meetings and contacts, family meetings, and family groups. Education about active listening, using "I" messages, logical consequences, and behavioral modification will be provided to the families.

We will be able to serve approximately 68 children/youth at any one time and expect a 75% turnover throughout the year. Length of stay will be determined by review at six month intervals, and will not exceed 18 months. Exceptions to what services can or cannot be provided will be decided using the CFT process, and the criteria will be evaluated on a case by case basis. We will teach activities of daily living, and by having the child/youth practice and gain recognition for their efforts, help instill the activities as a daily habit that they will want to use in order to feel healthy and comfortable. Self care that involves nutrition, hygiene, socially appropriate responses, and use of the transportation and health care systems will be included in the curriculum. The intensive individual therapy will allow us to be available as frequently as needed for the individual to remain safe and out of the hospital setting as much as possible.

Services will be provided by staff that are qualified for the various functions (see attached job descriptions), and will be directly supervised by the clinical Managers, both licensed clinicians. The Managers will provide therapy to a small number of children/youth, and will be accountable for ensuring effective clinical practice in the program. They, along with the QI department, will be responsible for monitoring the EPSDT paperwork and contractual agreement for billing, and for ensuring that staff are provided with training for mental health response to needs and accurate documentation. There are monthly internal UR meetings, weekly clinical group meetings, and each staff meets with their Clinical Manager for one hour/week. Clinical supervision is provided by the Clinical Managers, who would also be the Clinical Supervisor as they are eligible to supervise. The charting format will be for minute to minute billing and will reflect both case management and mental health rehabilitation services. Please see attached administrative flow chart for information regarding Management of the overall program. The Program Director of 24 Hour Services has the responsibility for overall oversight of the program content, outcomes, and budget. He is a resource for the staff and a liaison to the Community and other agency programs, and will not generate EPSDT revenues.

Intervals for treatment planning and transition and program content:

First 6 months

Child is referred to Sacramento Children's Home based on the assumption that residential based services will lead to the individual living in a family environment.

Mental Health Services provided

- Intensive Individual/Group Therapy
- Family Therapy
- Behavioral stabilization personal and in community/school.
- Milieu Therapy
- Activities of Daily Living (includes attention to self care of cleanliness and hygiene, nutrition, fitness, socially appropriate behaviors, knowledge of resources such as the system of care for health, transportation, and benefits)

Social Services provided

- Family Finding
- Intake Process
- Discharge Process
- Adjustment to Placement
- Visitations

At the six month point an exception will have to be developed if there is no plan to move to a family setting. Also at the six month mark, the treatment coordinator will work closely with the county social worker to petition for court approval for the final placement (by the 12 month).

Six to ten/twelve months

This time focuses on transition to the permanent placement identified. This may involve pre-placement visits. Increase in Family Therapy/meetings, community involvement etc.

Ten to Twelve months

At this point if the individual is a SCH Wrap client the Wrap services increase in intensity. If there is a request for another provider the case is transitioned to the other provider during this time period.

Over Twelve Months

The family receives intensive Wrap services. Full wrap services are provided for up to 14 months.

Individual Therapy and Behavioral Modification Program

Goals for every individual will be identified upon admission and to address these goals, the individual will be assigned to a Treatment Coordinator who will refer the individual (within the agency) for intensive individual therapy as well as group and family therapy discussed below. "Intensive" refers to the ability to have more than 1 hour sessions/week, ability to participate in relevant treatment groups, and the availability of 24/7 back-up for crisis management needs. Although the treatment will focus on relational dynamics the resident presents (dynamics which precludes success in the family setting), the focus of individual treatment will be to overcome these barrier behaviors that interfere with the child living in a family setting. The therapist will work with the child around and facilitate adoption of appropriate behaviors to be successful in a family setting. This treatment may also include, especially for older teenagers, a focus in basic daily living skills that will afford them success in the family and towards their future as independent adults.

A behavioral modification program that will be offered in the living quarters at the Sacramento Children's Home will reinforce the treatment.

Group Therapy

In addition to intensive individual therapy, residents will be referred to groups (usually more than one) to address specific issues that the resident presents. A partial list of psychotherapy/psychoeducational groups that will be offered are listed below. Most groups will be open-ended (so residents can be added to the groups on an ongoing basis).

- Healing Group (sexual and physical abuse)
- Dialectical Behavioral Therapy Group
- Anger Management Group
- Self-Esteem/Empowerment Group
- Social Skills Group
- Expressive Arts Activities
- Violence Prevention Group
- Sex Education Group
- Community Integration Group
- Problem Solving Group
- Grief and Loss Group
- Activities of Daily Living (i.e. vocation, nutrition, health, hygiene, etc.)

Community Integration

Although much of the treatment provided to the individual will be related to preparing the individual for the family setting, often children present limited skills that restrict their success as a member of the community as well. For most children, these limitations are primarily manifested in the school setting.

The treatment provided in the SCH Outpatient program will extend out into the community (especially in the school) to foster success in the academic environment and address limitations, which can include conflict with authority, conflict with peers, creating significant disruption, poor problem solving and inadequate social skills that impact the academic environment.

This is especially important due to the fact that school districts, especially in the past few years, offer very limited resources to assist the child to succeed. The Sacramento Children's Home, in this program, will offer Intervention Specialist (MHRS) who will work with the child in the school setting to help the individual develop the skills they will need to be successful in their school placement and transition to the larger setting of the community.

Family Therapy & Education

Treatment Coordinators will work with the families (as a complement to the individual's individual and group therapy), to prepare for a successful placement for the individual in the family setting. This will include reviewing appropriate child development information, behavioral modification process, structure of and maintaining appropriate boundaries within the family, etc. As appropriate the treatment will include PCIT.

Parent Partner

The parent partner provides support and guidance to the families of the children at the Sacramento Children's Home. This can be done through individual meetings, family meetings, and/or group meetings. The parent partner is also involved in policy and program planning. The parent partner will also participate in the planning, implementation and policy development process as related to the program.

Crisis Intervention

At anytime, while at the Sacramento Children's Home a child might require crisis intervention services. This is a normal part of the treatment process and will be handled by the Sacramento Children's Home staff. These services will include crisis assessment and intervention, as well as rehabilitation services to adopt identification of stressors (which lead to crisis), appropriate self-expression of anger, frustration or despair, and identification of resources that the child can utilize to prevent the crisis (staff support and/or family inclusion). The goal is to keep children in the program, out of the hospital and focus on the ultimate goal of returning to a family setting.

Case Management

These services include, but are not limited to, collateral contacts, family finding/linkage services in the community (setting up community resources in anticipation of the resident returning to a family setting).

Rehabilitation Services

These services address symptoms related to diagnosis that interfere with functioning, and that create significant impairment. Individuals will be assisted with education about their symptoms, and with interventions that help with managing and coping. Education and training to promote increased skills in areas of daily living will also be provided so they are able to participate in activities related to their developmental stage. The focus of services is to assist with the reduction of impairment in daily functioning so Individuals are able to strengthen necessary skills for development.

Exhibit C
Fee Schedule

SERVICES	FY2007-2008 SMA
Medication Support	\$4.82 per minute
Crisis Intervention	\$3.88 per minute
Mental Health Services	\$2.61 per minute
Case Management, Brokerage	\$2.02 per minute

EXHIBIT "E"

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

WHEREAS, the parties agree that any disclosure or use of PHI or EPHI be in compliance with the Privacy and Security Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI
 - A. Contractor shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
 - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:
 - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any

legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:

- (a) The disclosure is Required by Law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
- (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
- (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:
- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
 - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
 - D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
 - E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.

- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
 - H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or “pings”.
 - I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
 - J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).
4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County’s request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
 - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor’s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor’s compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
 - F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor’s possession constitutes a Designated Record Set.

- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it make it's best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the Contractor, the County shall either:
 - (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor.

Contractor shall retain no copies of the PHI.

- (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such


interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.


In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment – the parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival – the respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References – a reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts - any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Dated: 5/31/07

Dated: 5/3/07

Signed: 
Roy Alexander
Chief Executive Officer
Sacramento Children's Home

Signed: 
John Bachman, Ph.D.
Director
Mental Health Department