

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

**Meeting of
February 27, 2007**

AGENDA TITLE: Amendment I to Agreement #256-S0511 with Sacramento Children's Home

DEPARTMENT: Mental Health	DEPT SIGNOFF: <i>John Bachman</i>	CAO USE ONLY: <i>2/6</i> <i>C Laura Schuartz</i>
CONTACT: John Bachman, PhD		
DATE: 1/30/2007 PHONE: 621-5106		

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:
The Mental Health Department requests the Board approve and authorize the Chairman to sign Amendment I to Agreement #256-S0511 with Sacramento Children's Home to provide services to emotionally disturbed minors on an "as requested" basis for the Mental Health Department. This amendment is necessary to change the rates charged by the vendor on the original contract. The term of this Agreement is for the period of June 28, 2005 through June 27, 2007.

CAO RECOMMENDATIONS: *Recommend approval. Laura Schuartz*
2/9/07

Financial impact? () Yes (X) No	Funding Source: () Gen Fund (X) Other
BUDGET SUMMARY:	Other: Medi-Cal and EPSDT
Total Est. Cost _____ \$0.00	CAO Office Use Only:
Funding	4/5's Vote Required () Yes (X) No
Budgeted _____ \$0.00	Change in Policy () Yes (X) No
New Funding _____	New Personnel () Yes (X) No
Savings* _____	CONCURRENCES:
Other _____	Risk Management <input checked="" type="checkbox"/>
Total Funding _____ \$0.00	County Counsel <input checked="" type="checkbox"/>
Change in Net County Cost	Other _____

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or
Ayes:
Noes:
Abstentions:
Absent:

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors
Date: _____
Attest: Cindy Keck, Board of Supervisors Clerk
By: _____

EL DORADO COUNTY

**DEPARTMENT OF MENTAL HEALTH
ADMINISTRATIVE OFFICE**



John Bachman, PhD, Director
Christine Kondo-Lister, Deputy Director
344 Placerville Drive, Suite 20
Placerville, CA 95667
Phone: (530) 621-6200
Fax: (530) 622-3278

January 30, 2007

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Subject: Agreement #256-S0511, Amendment I with Sacramento Children's Home

RECOMMENDATIONS: Approve and authorize the Chairman to sign the attached Amendment I to Mental Health's agreement with Sacramento Children's Home.

REASONS FOR RECOMMENDATIONS: Mental Health contracts with Sacramento Children's Home for the provision of services on an "as requested" basis to emotionally disturbed minors. This amendment is needed to change the provisional rates charged by the vendor in accordance with State Department of Mental Health allowances for FY 06/07.

FISCAL IMPACT: None.

ACTION TO BE TAKEN FOLLOWING APPROVAL: Board Clerk's Office will forward executed Amendment to Mental Health Department for further processing.

Respectfully submitted,

A handwritten signature in black ink that reads "John Bachman". The signature is written in a cursive style with a horizontal line underneath the name.

John Bachman, PhD
Director

CONTRACT ROUTING SHEET

Date Prepared: 9/20/06

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Pam Carlone
Phone #: 5833
Department
Head Signature: Bonnie H. Rich
Bonnie H. Rich

CONTRACTOR:

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

CONTRACTING DEPARTMENT: Mental Health

Service Requested: Day Treatment Rehab & Medication Support
Contract Term: Expires 6/27/07 Contract Value: \$ -0-
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

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

Approved: Disapproved: _____ Date: 9-25-06 By: [Signature]
Approved: Disapproved: _____ Date: 11-21-06 By: [Signature]

**with revised Exhibit A*

ASSIGNMENT
DATE 9-27-06
ATTORNEY [Signature]
DEPT./INDEX NO. 02600
BY: [Signature]

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: Disapproved: _____ Date: 10/2/06 By: [Signature]
Approved: Disapproved: _____ Date: 11/22/06 By: [Signature]

OCT 02 2006 . NOV 22 2006

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 #256-S0511 AMENDMENT I

This Amendment I to that Agreement for Services #256-S0511, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and 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, Contractor has been engaged by County to provide mental health services and medication support services to Clients for the Mental Health Department, in accordance with Agreement for Services #256-S0511, dated June 28, 2005, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to revise the billing rates of said Agreement, with no increase in the total not to exceed amount, hereby amending **ARTICLE I – Scope of Services** and **ARTICLE III - Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XVI – Notice to Parties** and **ARTICLE XXII – Administrator**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #256-S0511 shall be amended a first time as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish licensed facilities, personnel and services necessary to provide the services set forth in Revised Exhibit "A" marked "Program Description", incorporated herein and made by reference a part hereof.

ARTICLE III

Compensation for Services: 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.

For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be in accordance with Revised Exhibit "A", marked "Program Description". The total amount of this Agreement shall not exceed \$250,000.00 for the two (2) year period.

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.

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: TOM MICHAELSON, DEPARTMENT ANALYST

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: MR. ROY ALEXANDER, CEO

or to such other location as the Contractor directs.

ARTICLE XXII

Administrator: The County Officer or employee with responsibility for administering this Agreement as designated by the Mental Health Director for administrative purposes is Tom Michaelson, Department Analyst, Mental Health Department, or successor.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #256-S0511 the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

**Chairman
Board of Supervisors
"County"**

**ATTEST:
Cindy Keck
Clerk of the Board of Supervisors**

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

Dated: _____

**SACRAMENTO CHILDREN'S HOME
A CALIFORNIA CORPORATION**

By:  _____

**Roy Alexander
Chief Executive Officer
"Contractor"**

By:  _____
Corporate Secretary

Dated: January 11, 2007

REVISED EXHIBIT “A”

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.

Provisional Rates:

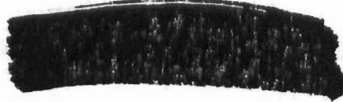
For the period of June 28, 2005 through June 30, 2006 County shall pay Contractor the provisional rates for the following services:

Day Treatment Rehabilitation (1/2 day program)	\$75.75 per day
Mental Health Services	\$1.78 per min
Mental Health Medication Support Services	\$4.20 per min
Crisis Intervention	\$1.67 per min
Case Management	\$1.44 per min

For the period of July 1, 2006 through June 27, 2007 County shall pay Contractor the provisional rates for the following services:

Mental Health Services	\$2.60 per min
Mental Health Medication Support Services	\$4.79 per min
Crisis Intervention	\$3.85 per min
Case Management	\$2.01 per min

COPY



AGREEMENT FOR SERVICES #256-S0511

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.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire two (2) years from date thereof.

ARTICLE III

Compensation for Services: 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.

For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be in accordance with Exhibit "A", marked "Program Description". The total amount of this Agreement shall not exceed \$250,000.00 for the two (2) year period.

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.

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

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 VI

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 VII

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 VIII

Confidentiality: The parties to this Agreement will comply with applicable laws and regulations, including but not limited to Section 5328 et seq. And Section 14100.2 of the Welfare and Institutions Code and Title 42, CFR, Section 431.300 et seq., and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regarding the confidentiality of Client information.

The identities of patients and the complete medical records of the patients shall remain the sole and exclusive property of County and shall not be disclosed by Contractor or any of its employees, and are subject to the new electronic transmission format standards required by HIPAA.

The Contractor will protect from unauthorized disclosure, names and other identifying information concerning beneficiaries receiving services pursuant to this Agreement except for statistical information. The Contractor will not use identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

The Contractor will not disclose, except as otherwise specifically permitted by state and federal laws and regulations or this Agreement, or authorized by the Client, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with state and federal laws.

For purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned to the individual.

ARTICLE IX

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 X

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. Any assignment or delegation of this Agreement in absence of County's express written consent will be void.

ARTICLE XI

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 XII

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 reasonable 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 XIII

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.

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, County's obligations under this Agreement are contingent upon the availability of Bronzan-McCorquodale Act funds for reimbursement of the State's share of County expenditure. It is the intent of the parties that the County shall not be obligated to Contractor for more than it receives in State reimbursement and the minimum statutory obligation of County share funds as specified in Division 5, Welfare and Institutions Code. Consequently, in the event that State reimbursement is terminated or reduced, this Agreement may be terminated or be proportionately reduced accordingly, upon County's written notice to Contractor.

In the event of termination of this Agreement prior to specified duration or in the event of non-renewal of contract services between Contractor and County, Contractor shall declare to County any and all accounts receivable for Short Doyle/Medi-Cal and other County-responsible patients and assign to County billings to all patients and/or payors for services rendered patients for which claims have been or are being made to County for reimbursement.

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.

- 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 seven (7) calendar days upon written notice by County for any reason. 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. 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.
- E. Should the County or the California State Department of Mental Health make a determination that Contractor is not complying with the requirements of law or State regulations in regards to staffing requirements or services resulting in loss of reimbursement to County for contract expenditures to Contractor, this Agreement shall be void and of no force and effect whatsoever from the date the County or State make the foregoing determination which results in loss of reimbursement.

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: JENNIFER HAYWORTH

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: MR. ROY ALEXANDER, CEO

or to such other location as the Contractor directs.

ARTICLE XVII

Indemnity: The Contractor shall defend, indemnify and hold the County and the State of California, its Officers, agents, and employees 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) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. The Contractor shall defend, indemnify, and hold the State of California and Clients harmless against any claims, suits, losses, or demands for payment of any kind under this Agreement in the event County cannot or will not pay for services rendered by Contractor under this Agreement. This duty of Contractor to indemnify and save the County and State 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 Worker's Compensation and Employer's 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 \$500,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement. For the purposes of this Agreement, automobiles will not be used.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- 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 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.

- II. 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 all liability policies except worker's compensation and professional liability insurance policies.
- 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 in 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 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, certify 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

Administrator: The County Officer or employee with responsibility for administering this Agreement as designated by the Mental Health Director for administrative purposes, is Jennifer Hayworth, Department Analyst, Mental Health Department, or successor.

ARTICLE XXIII

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 XXIV

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 XXV

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. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXVI

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 XXVII

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 Department Concurrence:

By:  Dated: 4/11/05
Barry Wasserman, Interim Director
Mental Health Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 6/28/05

By: Charlie Paine
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: [Signature] Dated: 6/28/05
Deputy Clerk

-- CONTRACTOR --

Dated: 5/26/05

SACRAMENTO CHILDREN'S HOME
A CALIFORNIA CORPORATION

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

By: Annita B. Watson
Corporate Secretary

Dated: 5/26/05

EXHIBIT A

Program Description

Contractor: Sacramento Children's Home.

Contractor Services: Day Treatment Rehabilitation, and Medication Support

Executive Director: Roy Alexander, Chief Executive Officer

Corporate Status: Non Profit Corporation

Incorporated: Yes

Owner's Name: N/A

Address: 2750 Sutterville Road, Sacramento, CA 95820

Telephone: (916) 452-3981

**Officers,
Board of Directors:** see attached

ITEMS APPLICABLE TO ALL SERVICES:

Hours of Operation: 24 hrs Residential Care, Day treatment 5 days a week (3 hours a day after school) until June 30, 2005. Then individual mental health services.

Geographic Area: Sacramento, CA.

Target Group: El Dorado County seriously emotionally disturbed children and their families.

Selection for Admission to Service: Upon referral only from County Mental Health Department. In the event that the child is referred by an agency other than the County Mental Health Department, County shall make no payment for services, and have no obligation to make payment to Contractor, unless the services provided by Contractor, received prior authorization from the County Mental Health Director or designee. A child may be approved for services on the basis of verbal

authorization from the County by mutual consent of the County and Contractor.

- Goals of Program:
1. To assist children to maintain in their current placements, avoid placement in a more restrictive setting, and return to a more normal and less restrictive setting within the shortest amount of time possible.
 2. To assist emotionally disturbed children to gain the social and functional skills necessary for age-appropriate development and social integration.
 3. To assist parents and other primary caregivers to gain a comprehensive understanding of the social and psychological needs of their children and develop the skills necessary to support their children's development and eventual return to the family home and community.

- Objectives:
1. To provide the most effective treatment plan for children, tailored to meet each child's abilities and needs, and geared toward improving their capacity for success in their home and school environments.
 2. To reduce the frequency and severity of maladaptive behaviors that interfere with home, school and community adjustment and replace these behaviors with positive productive skills.
 3. To develop each child's capacity to function as an independent individual commensurate with developmental age. Skills in this area include decision-making, problem-solving, and the use of good judgment and reasoning.
 4. To increase each child's ability to assume responsibility for participation in the treatment process. This includes the ability to identify and understand one's current problems, as well as the recognition of one's own role in the self-management of emotional disorders.
 5. To increase each child's ability to assume responsibility for participation in the treatment process. This includes the ability to identify and understand one's current problems, as well as the recognition of one's own role in the self-management of emotional disorders.
 6. To prepare and support family member/primary caregivers for healthy involvement in their children's treatment, improve

parenting skills, and enhance the level of functioning within the family system.

Services Provided:

A. Comprehensive Mental Health Services

A concentrated and comprehensive mental health program to address each child's learning and developmental needs through therapeutic, recreational and expressive arts activities. The program emphasizes activities that enhance self-sufficiency and competence through group work and integration with the community. The program is tailored for each child, building upon the child's strengths, the cultural and familial context to which they will eventually return, and addressing behavioral, medical, academic and emotional components. To the extent feasible, family/primary caregivers participate in ongoing service planning and review. Mental Health activities are integrated with each child's overall service plan to ensure family support and clinical oversight.

Mental Health Services include:

1. Assessment and evaluation
2. Plan development
3. Individual, group and family therapy
4. Recreational and creative arts groups
5. Psycho-education activities
6. Monthly support group for family members
7. Individual psychotherapy
8. Case Management
9. Medication Support Services.

Day Treatment Rehabilitation shall be in compliance with the State Department of Mental Health regulations and program directives and staffed by the required ratios and disciplines. Children and youth in these programs shall meet medical necessity criteria as determined by the State Department of Mental Health and authorized by the County Department of Mental Health. Provide for community meetings which must include a staff person who is a physician; a licenced/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.

B. Medication Support Services

Prescribing, administering, dispensing and measuring of psychiatric medications or biological necessary to alleviate the symptoms of serious emotional disturbance in children enrolled in

the Day Rehabilitation Program. Medication Support Services are provided by staff consistent with scope of practice regulations.

Medication Support Services include:

1. Evaluation of the need for medication
2. Plan development
3. Evaluation of clinical effectiveness and side effects of medication
4. Obtaining informed consent
5. Medication education (including discussing risks, benefits, and alternatives with parents or other primary caregivers)
6. Prescribing, dispensing, and administering of psychiatric medications and related laboratory tests

C. Mental Health Services: Contractor agrees to furnish licensed facilities, personnel and services necessary to provide residential and/or group home services for severely mentally disordered minors pursuant to the Bronzan-McCorquodale Act on an "as requested" basis for the Department of Mental Health. Services shall include, but not be limited to, psychiatric supervision, rehabilitative therapy, psychological monitoring, recreational activities, pre-placement planning, and centralized program support. Services shall be provided as directed by the client's case manager. County agrees to provide reasonable mental health and/or social services support as necessary for Contractor to complete services in a satisfactory manner.

Contractor shall obtain prior written authorization from the County Mental Health Director or designee before admitting any County-responsible Client to its TBS program. County shall appoint a County Liaison who shall provide Contractor with a completed authorization form prior to each Client admission to the TBS program.

Reports:

1. Contractor shall submit to County's Mental Health Director or designee, monthly written progress reports, data collection reports and expenditure reports in the time, form and manner required by County.
2. Contractor shall submit on or before August 15 or 45 days following the termination of this Agreement, whichever comes first, to County's Mental Health Director or designee, a written



Final Activity Report which shall include, but not be limited to, an evaluation of the quantity, quality, and impact of the work undertaken in conducting services provided under this Agreement.

Contractor agrees to furnish professional personnel in accordance with the regulations, including any future changes or amendments thereto, issued by the State Department of Mental Health or the County Mental Health Director. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by Code for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable requirements of Code and any amendments thereto. Contractor agrees to make available to County on request a list of persons by name, title, professional degree, State license number (if applicable), and experience who are to provide such services.

**Cultural
Competency:**

Contractor shall be responsible for using applicable staff resources to provide bilingual/bicultural services. The Contractor shall be responsible for providing services to non-English speaking clients in their own language. The Contractor shall be responsible for providing services that incorporate the cultural background of the client. This requirement takes into consideration the language, family structure, religion, and belief system of the client.

Records of Service: Records of services provided by the various professional disciplines shall also contain all of the data necessary in reporting to the State Department of Mental Health and, in addition, such other records as may be required by the County Mental Health Director on forms and the Director may prescribe. All clinical records will conform to Medi-Cal requirements and standards.

Confidentiality of client records shall be assured in accordance with the provisions of Welfare and Institutions Code Section 5328.

Discharge Planning: Discharge planning is the joint responsibility of Contractor staff and the appropriate County staff responsible for placement in the program. Discharge planning is initiated at the time of admission and continues throughout the child's stay. Contractor staff coordinate work with the family/primary caregiver, County staff, and other appropriate Discharge plans and goals are documented in the child's record at admission and updated at least quarterly. Program records shall provide documentation supporting the rationale for discharge and details of the disposition. Discharge summaries will routinely be provided by the Contractor to the

County Contract Officer and placement staff within thirty (30) days.

In the event of unanticipated discharge, Contractor shall give notice to the child's family and County placement staff prior to the actual discharge. Facility shall attempt to assist the County and family/primary caregiver in an orderly transfer, providing notice of impending discharge in advance if possible.

Licensing:

**Coordination of
Services with
County:**

The County designated Contract Administrator will be the primary liaison between the County and Contractor for the purpose of administering this Agreement. Programmatic, child-specific coordination will occur between County placement staff and Contractor.

**Quality Assurance
And Utilization**

Review:

Contractor shall comply with policies established by the County Quality Management Plan, including utilization controls, and State Department of Mental Health Letters and Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

Evaluation:

Contractor shall provide County with a complete description of the methodology and procedure used to evaluate its programs. Contractor shall participate in the State Department of Health mandated Children's Performance Outcomes System, the County Children's System of Care evaluation program and other County evaluation activities deemed necessary by the County Mental Health Director.

Compensation:

All Services provided by Contractor shall have prior written authorization by the County Mental Health Director of designee. All compensation for services shall be based on actual costs as determined by the Contractor yearly cost report and shall not

exceed the Statewide Maximum Allowable (SMA) rate as determined by the State Department of Mental Health.

Provisional Rates:

County shall pay Contractor the provisional rates for the following services:

Day Treatment Rehabilitation(1/2 day program)	75.75 per day
Mental Health Services	1.78 per min
Mental Health Medication Support Services	4.20 per min
Crisis Intervention	1.67 per min
Case Management	1.44 per min

