



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Joaquin by and through its Behavioral Health Services (BHS), and the County of El Dorado (EDC) acting through its Health and Human Services Agency, Behavioral Health Division (BHD), and its Mental Health Plan (MHP). The parties to this Agreement may be referred to herein collectively as the "parties".

Recitals

WHEREAS, San Joaquin County Behavioral Health Services (SJC BHS) provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP placement related services to its clients.

WHEREAS, EDC provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP placement related services to its clients.

WHEREAS, effective July 1, 2024, Assembly Bill (AB) 1051 requires the Mental Health Plan (MHP) in the county of original jurisdiction for a Medi-Cal eligible foster child or youth under 21 years of age to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS) when the foster child or youth is placed out of the county in a group home (GH), community treatment facility (CTF), children's crisis residential program (CCRP) or short-term residential therapeutic program (ST RTP).

WHEREAS, when the presumptive transfer of Medi-Cal does not apply to a youth, the responsibility to arrange and pay for SMHS will remain with the MHP in the county of original jurisdiction and the out-of-county placements or admissions should not disrupt continuity of care or adversely impact timely payment.

WHEREAS, the parties receive funds for the provision of certain Title 9 diagnostic brief treatment Specialty Mental Health Services including Assessment, Plan Development, Therapy (Individual, Group, Family), Rehabilitation Services, Intensive Home Based Services (IHBS), Intensive Care

Coordination (ICC), Medication Management Support Services, Targeted Case Management Services, Crisis Intervention, Day Rehabilitation, and Day Treatment Intensive services to their respective clients.

WHEREAS, the parties desire to establish an agreement between the MHPs, in which the MHP in the county of original jurisdiction will reimburse for SMHS to the MHP in the county of residence where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP, within 30 days of notice in accordance with AB 1051 and [Welfare and Institutions Code Section 14717.25\(c\)\(2\)](#).

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of Agreement:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its representatives at any time by notifying the other parties in writing of such change and listing its effective date.

<u>San Joaquin County Behavioral Health Services</u>	<u>El Dorado County Behavioral Health Division</u>
Leora Pollock, LCSW Administrative Representative 1212 N. California St. Stockton, CA 95202 209-468-1358 lpollock@sjcbhs.org	Justine Collinsworth, LMFT Manager of Mental Health Programs 768 Pleasant Valley Road Diamond Springs, CA 95619 530-621-6230 (phone) justine.collinsworth@edcgov.us (email)

2. Parties' Responsibilities:

2.1. MHP in the County of Original Jurisdiction will:

- 2.1.1. Reimburse the MHP in the county of residence for any expense incurred for the provision of SMHS related to the Medi-Cal eligible foster child or youth under 21 years of age.
- 2.1.2. Appoint a liaison to receive information related to the foster child or youth receiving SMHS at the county of residence's GH, CTF, CCRP or STRTP.
- 2.1.3. Authorize the frequency and duration of the SMHS and work with the MHP in the county of residence to reassess the foster child or youth's need for service at the end of the authorization period.

2.2. MHP in the County of Residence will:

- 2.2.1. Initiate the introduction between MHP in the county of original jurisdiction with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.

- 2.2.2. Notify the county of original jurisdiction within three days of placement.
- 2.2.3. Immediately notify the MHP in the county of original jurisdiction of any change of status with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.
- 2.2.4. Provide the MHP in the county of original jurisdiction copies of the client chart, including documentation from the GH, CTF, CCRP or STRTP provider.
- 2.2.5. Provide a summary of services, including mode and service function codes, number of units, and cost.
- 2.2.6. Invoice the MHP in the county of original jurisdiction for all Medi-Cal eligible services for SMHS reimbursement in accordance with Section VIII – Invoicing and Payment.
- 2.2.7. Coordinate SMHS with GT, CTF, CCRP or STRTP provider as follows:
- 2.2.8. Direct provider to communicate with liaison for the MHP in the county of original jurisdiction to determine that the foster child or youth's symptoms continue to demonstrate the need for SMHS.
- 2.2.9. Ensure the provider has the proper treatment authorization from the MHP in the county of original jurisdiction.
- 2.2.10. Inform the provider that any information related to the client be conveyed directly to the MHP in the county of original jurisdiction.
- 2.2.11. Ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification.
- 2.2.12. Ensure the provider's progress notes describe how services provided reduced the impairment(s), restored functioning, or prevented significant deterioration in an important area of life functioning as outlined in the approved client plan. Each note must describe the interventions applied, the client's response, the location and the date of the encounter, the total time taken to provide services, and the signature and degree or license of the SMHS provider and date.
- 2.2.13. Agrees to cooperate with county of original jurisdiction behavioral health department medical director, utilization review staff and other representatives of county of original jurisdiction behavioral health department by timely and comprehensively responding to county of original jurisdiction BHD requests for review and validation of service delivery and to assure compliance with applicable state or federal laws, rules, and regulations and Medi-Cal documentation standards. All documentation should have the name of the client, duration of session, procedural code, and location of service, along with any other documentation standards. Payment can be denied if medical necessity is not established, or validation of service delivery is not present in documentation. County of residence is responsible for ongoing oversight and monitoring of the STRTP including ensuring STRTP staff are properly credentialed per Behavioral Health Information Notice (BHIN) 18-019 or as otherwise amended or superseded.
- 2.2.14. Ensure the provider cooperates in the transfer of the client to the MHP in the county of original jurisdiction for any continued services after the completion of authorized treatment plan.

2.3. Parties Joint Responsibilities:

- 2.3.1. MHPs will adhere to AB 1051 provisions that address placement, notifications, payment provisions and data reporting requirements.

2.4. Reimbursement:

- 2.4.1. MHP in the county of original jurisdiction will reimburse Medi-Cal eligible SMHS to the county of residence the contracted rate where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP.

Rates will be based on State rates annually assigned to San Joaquin County by the California Department of Health Care Services. Reimburse the COR-MHP for local match (i.e., IGT) as indicated on 835 file, which represents costs incurred for the provision of SMHS related services to the Medi-Cal eligible foster child or youth under 21 years of age.

- 2.4.2. Out-of-County placements are intended to be short term. The MHP of the county of original jurisdiction shall pay for SMHS for a period of one year with the option to renew for an additional 6 months. The MHP in the county of original jurisdiction shall review the need to continue payment at the 9-month point.
- 2.4.3. STRTP providers are required to provide at least six months of aftercare services following discharge. The STRTP in the county of residence will be responsible for paying for SMHS for 30 days following discharge or until an agreement between the county of original jurisdiction and the new county of residence can be established, whichever duration is shorter.
- 2.4.4. GH, CCRP and CTF providers in the county of residence must continue to pay for SMHS following the client's discharge until an agreement between the county of original jurisdiction and the new county of residence is reached up to, but not to exceed, 30 days from the date of discharge.
- 2.4.5. The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$200,000, inclusive of all costs, taxes, and expenses.

2.5. Invoicing and Payment:

- 2.5.1. MHP in the county of residence will invoice the MHP in the county of original jurisdiction within 30 days after the end of the month in which the county of residence performs services. The invoice must include sufficient documentation, including services by mode and service function code, number of units, and costs.

- 3. **Indemnity:** BHS shall defend, indemnify, and hold EDC harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, EDC 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 provision of services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of EDC, BHS, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of EDC, its officers and employees, or as expressly prescribed by statute. This duty of BHS to indemnify and save EDC harmless includes the duties to defend set forth in California Civil Code Section 2778.

EDC shall defend, indemnify, and hold BHS harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, BHS 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 provision of services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of BHS, EDC, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of BHS, its officers and employees, or as expressly prescribed by statute. This duty of EDC to indemnify and save BHS harmless includes the duties to defend set forth in California Civil Code Section 2778.

4. **Insurance:** As public agencies, both COR and COJ are authorized self-insured entities for purposes of General Liability, Automobile Liability, Worker's Compensation and Professional Liability coverage and warrants that through their program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the terms, conditions and obligations of this Agreement.
5. **Conformance with Rules and Regulations:** All parties shall provide services hereunder in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
6. **Permits and Licenses:** The parties each certify that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other party, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The parties reserve the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
7. **Governing Law:** This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
8. **Third Party Beneficiaries Excluded:** This agreement is intended solely for the benefit of the parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this agreement any rights whatsoever regarding the performance of this agreement. Any attempt to enforce provisions of this agreement by third parties is specifically prohibited.
9. **Amendments to Agreement:** Any party may propose amendments to this agreement by providing written notice of such amendments to the other party. This agreement may only be amended by a written amendment signed by all parties.

10. **Severability:** If any terms or provisions of this agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the maximum extent permitted by law.
11. **Full Agreement:** This agreement represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
12. **Scope of Agreement:** This agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this agreement.
13. **Counterparts:** This agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
14. **Information Privacy and Security Provisions:**

The parties will comply with all regulations for any release of information. The parties agree that they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that the parties may perform their duties under law and for the functions under this Agreement. The parties will develop appropriate procedures to ensure all information is safeguarded from unauthorized disclosure in accordance with applicable State and Federal laws and regulations.

The parties acknowledge that each is a "Covered Entity," as defined in the Standards for Privacy of Individually Identifiable Health Information (45 Code of Federal Regulations Parts 160 and 164) adopted by the Department of Health and Human Services pursuant to HIPAA (the "Privacy Rule") with duties under those regulations and the authorizing statute.
15. **Notices:** All notices or demands required or permitted to be given or made under this MOU shall be in writing and delivered via electronic mail addressed to the MHPs as identified in Section XV (Designation of Responsible MHP).
16. **Conflict Resolution:** Any disputes between the MHPs, regarding the performance of services reflected in this MOU will be brought to the attention of the points of contact for the party counties named in this MOU, San Joaquin County Behavioral Health Services, and El Dorado County. It shall be resolved by the mutual agreement between the Director of SJC BHS, or designee, and the Director of El Dorado County BH, or designee, and the decision will be final. If a mutual resolution cannot be achieved, either MHP may decide to terminate this MOU, per the terms in Section IX (Termination).

MHP in the county of original jurisdiction is responsible for paying for SMHS only. The placing agency of the county of original jurisdiction is responsible for confirming Medi-Cal eligibility prior to placement. The MHP of the county of original jurisdiction is responsible for confirming Medi-Cal

eligibility prior to finalizing the payment agreement. If the SMHS provider in the county of residence deems that the client is not Medi-Cal eligible at the point of, or immediately following, the delivery of SMHS, the provider must notify the placing agency in the county of original jurisdiction and the MHP in the county of original jurisdiction for resolution prior to submitting the invoice for reimbursement.

17. **Confidentiality:** The MHPs agree that their employees, agents, and volunteers shall be bound by and shall abide by all applicable federal and State statutes or regulations pertaining to the confidentiality of client records and information. The MHPs shall not use or disclose any information about a recipient of the services provided under this MOU for any purpose not connected with the MHP MOU responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian, or as required by law.
18. **Designation of Responsible MHP:** The following persons, identified by position and title, have been designated as responsible MHPs for all communications, including required notices, related to this MOU. Any changes to the Designation of Responsible Parties shall be notified per Section XI (Notices).

<u>SJC BHS</u> Fay G. Vieira, LMFT BHS Interim Director 1212 N. California Street Stockton, CA 95202 209-468-8849 fvieira@sjcbhs.org	<u>COUNTY OF EL DORADO</u> <u>Behavioral Health Division</u> Justine Collinsworth 768 Pleasant Valley Rd. Diamond Springs, CA 95619 530-621-6230 justine.collinsworth@edcgov.us
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19. **Term:** This Agreement shall become effective on the date all parties have signed this agreement and terminate after five years unless terminated earlier in accordance with the terms of this MOA.
20. **Termination:** This MOA may be terminated with or without cause, by either MHP, upon providing at least 30 calendar days' advance written notice to the other MHP. Any written notice of termination shall state the future date that the termination shall become effective.
21. **Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

22. A Trauma-Informed System: SJC BHS is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency. Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals.
- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
- Supporting consumer empowerment, control, choice, and independence.
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures).
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care.
- Believing that establishing safe, authentic, and positive relationships can be healing.
- Understanding that wellness is possible for everyone.

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IN WITNESS WHEREOF, the parties hereto duly authorized on behalf of their governing authority, have executed this Agreement on the dates indicated below.

San Joaquin County Behavioral Health Services

Dated: 06/12/2025

By: Fay G. Vieira
Fay G. Vieira (Jun 12, 2025 11:10 PDT)

Fay G. Vieira, BHS Interim Director

County of El Dorado

Dated: 7/29/25

By: 

Chair, Board of Supervisors

