

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated _____ and is between
3 each County listed in **Exhibit A** (“Contractor”), and the County of Fresno, a political subdivision
4 of the State of California (“Fresno County”).

5 **Recitals**

6 A. When foster children and youth placed in a Children’s Crisis Residential Program
7 (CCRP), Community Treatment Facility (CTF), Group Home (GH) or Short-Term Residential
8 Therapeutic Program (STRTP) (herein collectively referred to as “Placement Facilities” outside
9 their county of original jurisdiction are in need of specialty mental health services (SMHS), the
10 responsibility to provide or arrange and pay for SMHS shall remain with the Mental Health Plan
11 (MHP) in the county of original jurisdiction unless a specific exception applies.

12 B. The California legislature recognizes the need to ensure that foster children overcome
13 barriers to care that may result when responsibility for providing or arranging for and youth who
14 are placed outside of their county of original jurisdiction are able to access specialty mental
15 health services in a timely manner.

16 C. Ca. Wel. & Inst. Code, section 14717.1 (Section 14717.1) was enacted to help counties
17 SMHS to foster children and youth who are placed outside of their county of original jurisdiction
18 is retained by the county of original jurisdiction by allowing for presumptive transfers.

19 D. “Presumptive transfer” means that absent any exceptions as established pursuant to
20 Section 14717.1, responsibility for providing or arranging for SMHS shall promptly transfer from
21 the county of original jurisdiction (“County of Jurisdiction”) to the county in which the foster child
22 resides (“County of Residence”).

23 E. The Contractor and Fresno County, through their respective Department of Behavioral
24 Health (DBH), need to have the ability to quickly place foster children and youth in Placement
25 Facilities outside of their county of original jurisdiction when necessary. Contractor and Fresno
26 County, through their respective DBH, are contracted with Placement Facilities in their
27 respective Counties.

1 F. The County that provides services under this agreement will be referred to as the
2 “County of Residence” and the County that is responsible for payment shall be referred to as the
3 “County of Jurisdiction.”

4 G. To address the short timeframes in which payments must be made in accordance with
5 AB1051, the county of residence will provide SMHS to the foster children and youth who are
6 placed in their county via their local contracted Placement Facilities provider. The County of
7 Jurisdiction shall reimburse the County of Residence for SMHS provided to the foster care child
8 or youth.

9 H. California Mental Health Services Authority (CalMHSA) has created a program for Inter-
10 Member Transfers for participating counties, which allows CalMHSA to act as a fiscal agent to
11 perform fund transfers on behalf of counties to allow for prompt payment. Participating counties
12 will have the option to pay through CalMHSA’s Member Portal, or directly to the Provider. Non-
13 CalMHSA counties shall make payment to the County of Residence through other prudent
14 payment forms (such as issuing a check or Purchase Order)

15 I. The purpose of this Agreement is to allow for the timely provision of services to the
16 foster child or youth and the subsequent payment for services rendered.

17 The parties therefore agree as follows:

18 **Article 1**

19 **Responsibilities**

20 1.1 **Scope of Services.** The parties shall perform all of the services provided in **Exhibit**
21 **B** to this Agreement, titled “Scope of Services.” It is acknowledged that if the County of
22 Residence does not directly provide services, then a STRTP, CTF, CCRP, or GH in the County
23 of Residence that is contracted with County of Residence will be providing SMHS services
24 under this Agreement. The Fresno County DBH Director, or designee, and Contractor are
25 authorized to make changes to the Scope of Services as further described in Section 9.1,
26 Modification, of this Agreement.

27 1.2 **Admission Agreement.** Before residential treatment and placement of a client
28 begins, County of Residence and County of Jurisdiction agree to complete and sign the

1 Admission Agreement attached as **Exhibit C**. The Fresno County DBH Director, or designee, is
2 authorized to sign the Admission Agreement on behalf of Fresno County.

3 1.3 **Compliance with Laws.** The parties shall, at their own cost, comply with all
4 applicable federal, state, and local laws and regulations in the performance of its obligations
5 under this Agreement, including but not limited to workers compensation, labor, and
6 confidentiality laws and regulations.

7 1.4 **Health Insurance Portability and Accountability Act.** Contractor and Fresno
8 County each consider and represent themselves as covered entities as defined by the U.S.
9 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and
10 agree to use and disclose Protected Health Information (PHI) as required by law.

11 Contractor and Fresno County acknowledge that the exchange of PHI between them is
12 only for treatment, payment, and health care operations.

13 Contractor and Fresno County intend to protect the privacy and provide for the security
14 of PHI pursuant to the Agreement in compliance with HIPAA, the Health Information Technology
15 for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations
16 promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA
17 Regulations) and other applicable laws.

18 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require
19 Contractor to enter into an agreement containing specific requirements prior to the disclosure of
20 PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e)
21 of the Code of Federal Regulations. The parties agree to the terms of the business associate
22 agreement attached as Exhibit D.

23 **Article 2**

24 **Compensation, Invoices, and Payments**

25 2.1 The County of Jurisdiction agrees to pay, and the County of Residence agrees to
26 receive, compensation for the performance of its services under this Agreement as described in
27 this section.

1 2.2 **Maximum Compensation.** The maximum compensation payable under this
2 Agreement per Fiscal Year (July 1 through June 30) is Three Million and No/100 Dollars
3 (\$3,000,000.00). The maximum compensation payable to an individual Contractor shall not
4 exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) per Fiscal Year. In no event
5 shall the maximum contract amount for all the services provided under the terms and conditions
6 of this Agreement be in excess of Fifteen Million and No/100 Dollars (\$15,000,000.00) during
7 the entire term of this Agreement. The parties acknowledge that the County of Jurisdiction is a
8 local government entity, and does so with notice that the County of Jurisdiction’s powers are
9 limited by the California Constitution and by State law, and with notice that the County of
10 Residence may receive compensation under this Agreement only for services performed
11 according to the terms of this Agreement and while this Agreement is in effect, and subject to
12 the maximum amount payable under this section. The County of Residence further
13 acknowledges that County of Jurisdiction employees have no authority to pay the County of
14 Residence except as expressly provided in this Agreement.

15 2.3 **Rates.** Payments to the County of Residence will be based on the County of
16 Residence’s approved Department of Healthcare Services (DHCS) SMHS Rates as identified
17 on the DHCS Medi-Cal Behavioral Health Fee Schedules Fiscal Year 2024-25. The SMHS
18 Rates Sheet, may be updated annually or periodically by the DHCS. Link to website of rates:
19 [Medi-Cal Behavioral Health Fee Schedules FY24-25](https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-FY24-25.aspx)
20 ([https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-FY24-](https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-FY24-25.aspx)
21 [25.aspx](https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-FY24-25.aspx)) The County of Residence will bill the State DHCS for SMHS provided under this
22 Agreement at the County of Residence DHCS approved rates. The County of Residence will bill
23 the County of Jurisdiction for the amount of the County of Residence’s local match (i.e.
24 Intergovernmental Transfer - IGT) as indicated on the DHCS 835 file (DCHS Payment and
25 Explanation of Benefits file) for the provision of SMHS related services to the Medi-Cal eligible
26 foster child or youth under 21 years of age.

27 2.4 **Billing for the Costs of Local Match.** The County of Residence shall bill the County
28 of Jurisdiction within thirty (30) days after the month in which the County of Residence performs

1 services and in any case within sixty (60) days after the end of the term or termination of this
2 Agreement. The County of Jurisdiction can make payment via the CalMHSA Member Portal or
3 via another expedited payment option, such as a check.

4 (A) County of Residence agrees in no event, to bill, charge, collect a deposit, no-
5 show fee, or reimbursement from the child or youth or have any recourse against a
6 client, or person acting on client's behalf, for services provided pursuant to this
7 Agreement. County of Residence will not receive payment for client no show or denied
8 claims. Claims will be reviewed and paid in accordance with industry standard billing and
9 payment rules, including, but not limited to, federal and state billing and payment rules.

10 2.5 **Payment.** The County of Jurisdiction shall pay each correctly completed and timely
11 submitted invoice within forty-five (45) days after receipt of invoice or make payment through the
12 CalMHSA Member Portal within forty-five (45) days of services being rendered. The County of
13 Jurisdiction shall remit any payment to the County of Residence's address specified in the
14 invoice or shall make payment using the CalMHSA Member Portal, if the County of Jurisdiction
15 and County of Residence are both participating counties.

16 2.6 **Incidental Expenses.** The County of Residence is solely responsible for all of its
17 costs and expenses that are not specified as payable by the County of Jurisdiction under this
18 Agreement.

19 **Article 3**

20 **Term of Agreement**

21 3.1 **Term.** This Agreement is effective upon execution and terminates on June 30, 2027,
22 except as provided below.

23 3.2 **Extension.** The term of this Agreement will be extended for no more than two (2),
24 one-year periods, unless Fresno County sends notice of non-renewal at least thirty (30) days
25 before the first day of the next one-year extension period. The Fresno County DBH Director, or
26 designee is authorized to sign the notice of non-renewal, as applicable.

1 **Article 4**

2 **Notices**

3 4.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For Fresno County:**

6 Director
7 Department of Behavioral Health
8 1925 E. Dakota Avenue
9 Fresno, CA, 93726

10 **For the Contractor:**

11 See Contractor's Signature Page

12 4.2 **Change of Contact Information.** Either party may change the contact information in
13 this section by giving notice as provided in this section.

14 4.3 **Method of Delivery.** Each notice between the parties to this Agreement provided for
15 or permitted under this Agreement must be in writing, state that it is a notice provided under this
16 Agreement, and be delivered either by personal service, by first-class United States mail, by an
17 overnight commercial courier service, by telephonic facsimile transmission, or by Portable
18 Document Format (PDF) document attached to an email.

19 (A) A notice delivered by personal service is effective upon service to the recipient.

20 (B) A notice delivered by first-class United States mail is effective three (3) business
21 days after deposit in the United States mail, postage prepaid, addressed to the recipient.

22 (C) A notice delivered by an overnight commercial courier service is effective one (1)
23 County business day after deposit with the overnight commercial courier service,
24 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
25 the recipient.

26 (D) A notice delivered by telephonic facsimile transmission or by PDF document
27 attached to an email is effective when transmission to the recipient is completed (but, if
28 such transmission is completed outside of County business hours, then such delivery is
deemed to be effective at the next beginning of a business day), provided that the
sender maintains a machine record of the completed transmission.

1 9.6 **Headings.** The headings and section titles in this Agreement are for convenience
2 only and are not part of this Agreement.

3 9.7 **Severability.** If anything in this Agreement is found by a court of competent
4 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
5 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
6 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
7 intent.

8 9.8 **Nondiscrimination.** During the performance of this Agreement, the parties shall not
9 unlawfully discriminate against any employee or applicant for employment, or recipient of
10 services, because of race, religious creed, color, national origin, ancestry, physical disability,
11 mental disability, medical condition, genetic information, marital status, sex, gender, gender
12 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
13 all applicable State of California and federal statutes and regulation.

14 9.9 **No Waiver.** Payment, waiver, or discharge by each party of any liability or obligation
15 of the other party under this Agreement on any one or more occasions is not a waiver of
16 performance of any continuing or other obligation of the other party and does not prohibit
17 enforcement by each party of any obligation on any other occasion.

18 9.10 **Separate Agreement.** It is mutually understood by the parties that this Agreement
19 does not, in any way, create a joint venture among Contractors. By execution of this Agreement,
20 Contractors understand that a separate Agreement is formed between each individual
21 Contractor and Fresno County.

22 9.11 **Addition/Deletion of Contractors.** Fresno County reserves the right at any time
23 during the term of this Agreement to add Contractors to and remove Contractors from the list
24 contained on Exhibit A. Contractors may only be California Counties. It is understood that any
25 such additions will not affect compensation paid to the other Contractors, and therefore such
26 additions and removals may be made by Fresno County without notice or approval of other
27 Contractors under this Agreement. Fresno County's DBH Director, or designee, is authorized to
28 add Contractors to this Agreement under the same terms and conditions of this Agreement.

1 Fresno County's DBH Director, or designee, may remove a Contractor from the Agreement
2 where there is mutual written consent between the Fresno County DBH Director and Contractor.

3 9.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
4 between the parties with respect to the subject matter of this Agreement, and it supersedes all
5 previous negotiations, proposals, commitments, writings, advertisements, publications, and
6 understandings of any nature unless those things are expressly included in this Agreement. If
7 there is any inconsistency between the terms of this Agreement without its exhibits and the
8 terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the
9 terms of this Agreement without its exhibits, and then to the terms of the exhibits.

10 9.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
11 create any rights or obligations for any person or entity except for the parties.

12 9.14 **Authorized Signature.** Each party represents and warrants to the other party that:

13 (A) The Contractor is duly authorized and empowered to sign and perform its
14 obligations under this Agreement.

15 (B) The individual signing this Agreement on behalf of the Contractor is duly
16 authorized to do so and his or her signature on this Agreement legally binds the Provider
17 to the terms of this Agreement.

18 (C) Fresno County is duly authorized and empowered to sign and perform its
19 obligations under this Agreement.

20 (D) The individual signing this Agreement on behalf of the Fresno County is duly
21 authorized to do so and his or her signature on this Agreement legally binds Fresno
22 County to the terms of this Agreement.

23 9.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
24 electronic signature as provided in this section.

25 (A) An "electronic signature" means any symbol or process intended by an individual
26 signing this Agreement to represent their signature, including but not limited to (1) a
27 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
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1 electronically scanned and transmitted (for example by PDF document) version of an
2 original handwritten signature.

3 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
4 equivalent to a valid original handwritten signature of the person signing this Agreement
5 for all purposes, including but not limited to evidentiary proof in any administrative or
6 judicial proceeding, and (2) has the same force and effect as the valid original
7 handwritten signature of that person.

8 (C) The provisions of this section satisfy the requirements of Civil Code section
9 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
10 Part 2, Title 2.5, beginning with section 1633.1).

11 (D) Each party using a digital signature represents that it has undertaken and
12 satisfied the requirements of Government Code section 16.5, subdivision (a),
13 paragraphs (1) through (5), and agrees that each other party may rely upon that
14 representation.

15 (E) This Agreement is not conditioned upon the parties conducting the transactions
16 under it by electronic means and either party may sign this Agreement with an original
17 handwritten signature.

18 9.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
19 original, and all of which together constitute this Agreement.

20 [SIGNATURE PAGE FOLLOWS]

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The parties are signing this Agreement on the date stated in the introductory clause.

See Attached Signature Pages

County Of Fresno

Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

For accounting use only:

Org No.:56302232
Account No.:7295
Fund No.:0001
Subclass No.:10000

Org No.:56302232
Account No.:5039
Fund No.:0001
Subclass No.:10000

The parties are signing this Agreement on the date stated in the introductory clause.

Authorized Representative (authority to sign Admission Agreement):	
Address for Notice:	
Contract Administrator:	
Email Address for Notice:	
Total Maximum Compensation per fiscal year:	

County Of _____

Authorized Signature

Title

Date

Exhibit A - List of Counties (“Contractors”)

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1. County of _____, a political subdivision of the State of California.
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Exhibit B

Scope of Services

Utilization Review

County of Residence through the local STRTP agrees to cooperate with County of Jurisdiction's medical director, utilization review staff and other representatives of County of Jurisdiction by timely and comprehensively responding to County of Jurisdiction's 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, CPT code, and location of service, along with any other documentation standard such as a wet signature or electronic signature of client. Payment can be denied if medical necessity is not established, or validation of service delivery is not present in documentation.

Coordination of Care

The County of Residence will work with County of Jurisdiction for coordination and continuity of care. If the County of Residence believes that the child or youth requires treatment in addition to authorized treatment described in this Agreement, the County of Residence will notify County of Jurisdiction of recommended treatment and additional service recommendations. County of Jurisdiction will review the request and decide accordingly.

Authorization Renewal

If County of Residence believes, it is medically necessary for the child or youth to obtain services beyond those described or beyond the dates of service authorized in this Agreement, County of Residence must obtain an additional authorization from County of Jurisdiction to be eligible to receive reimbursement. County of Residence shall submit requests 30 days prior to end of authorization to avoid disruption in a child or youth treatment. County of Residence will not receive payment for additional services outside of this authorization until authorization renewal is approved.

Termination of Treatment

County of Residence shall notify County of Jurisdiction, prior to the discharge of the child or youth and shall allow designated County of Jurisdiction staff to attend any discharge or treatment meetings regarding the child or youth served under this Agreement. It is encouraged that County of Residence will collaborate with County of Jurisdiction to ensure safe discharge.

County of Residence shall be responsible for the following services:

A. Mental Health Assessment:

- i. A mental health assessment shall be completed by a licensed mental health professional (LMHP) or waived/registered associate within five (5) calendar days of a youth's admission.
- ii. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.

Exhibit B

- 1 B. Client Plan:
- 2 i. Each youth admitted to the STRTP shall have a Client Plan prepared,
- 3 reviewed and signed by an LMHP or the Head of Service (HOS) or any
- 4 other related discipline designated by the HOS within ten (10) calendar
- 5 days of admission.
- 6 ii. The Client Plan is reviewed by a member of the mental health program
- 7 staff at least every thirty (30) calendar days.
- 8 iii. Client Plan of each youth or non-minor dependent shall include:
- 9 a) anticipated length of stay;
- 10 b) specific behavioral goals;
- 11 c) specific mental health treatment services;
- 12 d) one or more transition goals that support the rapid and
- successful transition of the youth back into the community;
- 13 e) the youth's participation and agreement; and
- 14 f) evidence of review by a member of the STRTP mental
- health program staff.
- 15 C. Collaborating with the Child and Family Team (CFT), consistent with the Client
- 16 Plan.
- 17 D. Specialty Mental Health Treatment Services: STRTPs shall make available for
- 18 each youth structured specialty mental health treatment services during the day
- 19 and evening, seven (7) days per week, according to the youth's needs as
- 20 indicated on the youth's Client Plan. At minimum, the following mental health
- 21 treatment services (as defined in Title 9 of the California Code of Regulations)
- 22 shall be made available, as medically necessary:
- 23 i. Mental Health Services – individual or group therapies and interventions
- 24 that are designed to provide reduction of mental disability and restoration,
- 25 improvement, or maintenance of functioning consistent with the goals of
- 26 learning, development, independent living, and enhanced self-sufficiency.
- 27 Service activities may include assessment, plan development, therapy,
- 28 rehabilitation, and collateral services.
- a) Assessment - A clinical analysis of the history and current
- status of a youth's mental, emotional, or behavioral
- disorder to include relevant cultural and social issues,
- history, diagnosis, and any recorded testing results.
- b) Plan Development – The development of Client Plans, to
- include the youth's needs and services, approval of client
- plans, and monitoring of a youth's progress. Clients
- participate in the development of the Client Plan which is a

Exhibit B

1 comprehensive detail of the youth's needs, personal goals
2 and objectives for improvement and exiting from the
3 STRTP program. It also includes a treatment component
4 which is specific to mental health and behavioral
5 improvements the youth would like to work toward.

6 c) Collateral – This is any service activity to a significant
7 support person in a youth's life with the intent of improving
8 or maintaining the mental health status of the youth.
9 Collateral services include, but are not limited to, helping
10 significant support persons to understand and accept the
11 youth's condition and involving them in service planning
12 and implementation of the Client Plan. Family counseling
13 or therapy, which is provided on behalf of the youth, may
14 be considered collateral.

15 ii. Medication Support Services – County of Residence will monitor that the
16 following is adhered to by the psychiatrist for these services:

- 17 a) Within the first thirty (30) days of the youth admission, the
18 psychiatrist shall examine each youth prior to prescribing any
19 psychotropic medication and include a screening to determine
20 whether there are potential medical complications that may
21 contribute to the youth's health condition. This examination shall
22 be noted in the youth's record.
- 23 b) The psychiatrist shall sign a written medication review for each
24 youth prescribed psychotropic medication as clinically appropriate,
25 but at least every six (6) weeks. This review shall be included in
26 the youth's record.
- 27 c) The psychiatrist shall review the course of treatment for all youth
28 who are not on psychotropic medication at least every ninety (90)
days and include the results of this review in a progress note
signed by the prescribing physician at the time the review is
completed.
- d) Psychotropic medications for a youth placed in an STRTP shall be
administered in accordance with all applicable State and Federal
laws, which include but are not limited to laws related to informed
consent, documentation of informed consent, and California
Welfare & Institutions (WIC) Code Sections 369.5 and 739.5.

Exhibit B

- 1 e) STRTPs providing care supervision to children diagnosed by a
2 physician, psychologist, or licensed clinical social worker as
3 mentally disordered shall make provision for at least monthly
4 consultation from a psychiatrist, clinical psychologist, or licensed
5 clinical social worker regarding the program of services.
- 6 iii. Crisis Intervention – an emergency response that enables a youth to cope
7 with a crisis. Activities are intended to support, improve, or maintain the
8 youth’s mental health status.
- 9 iv. Therapy – therapeutic intervention that focuses on symptom reduction in
10 order to improve identified functional impairments. This service may be
11 delivered to an individual or group and may also include family therapy.
12 Youth shall receive both individual and group therapy at least once per
13 week. The therapeutic modalities are Cognitive Behavioral Therapy
14 (CBT), Dialectical Behavior Therapy (DBT), and the Trauma Resiliency
15 Model (TRM). CBT is effective in treating children and adolescents who
16 have persistent behavioral reactions, DBT focuses on problem-solving
17 and acceptance-based strategies within a framework of dialectical
18 methods, and TRM focuses on the concept the biological basis of trauma.
- 19 v. Targeted Case Management – any service that assists the youth to
20 access the needed social, vocational, medical, educational, rehabilitative
21 or other community services. Services may include, but are not limited to,
22 communication, coordination and referral to available resources.
- 23 vi. Psychologist Services – services provided by licensed psychologists,
24 within their scope of practice, to diagnose or treat a mental illness or
25 condition.
- 26 vii. EPSDT Supplemental Specialty Mental Health Services – mental health
27 related diagnostic services and treatment available under the Medi-Cal
28 program only to persons under 21 years of age. These include but are not
limited to Intensive Care Coordination (ICC) and Intensive Home-Based
Services (IHBS) services in accordance with the “Medi-Cal Manual for
Intensive Care Coordination (ICC), Intensive Home-Based Services
(IHBS), & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries.”
- E. A licensed mental health professional shall perform a clinical review every ninety
(90) days of the youth’s status and progress in treatment to determine whether
the youth should continue admission in the program or be transitioned to a
different level of care. The LMHP shall make this determination in consultation
with the placing agency. A report documenting this clinical review shall be
maintained in the youth’s record.

Exhibit B

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- 2 F. Ensuring continuity of care, services, and treatment as a youth moves from his or
- 3 her STRTP placement to home-based family care or to a permanent living
- 4 situation through reunification, adoption, or guardianship, in accordance with the
- 5 youth's case plan or treatment plan.
- 6
- 7 G. Documenting the youth's ability to access mental health services identified in the
- 8 Client Plan, or efforts made by the STRTP to ensure access to identified mental
- 9 health services, including utilization of any existing grievance processes for
- 10 accessing services.
- 11 i. Progress notes shall be written to document a youth's participation and
- 12 responses to mental health treatment services. The progress notes shall
- 13 meet Medi-Cal requirements of documentation and shall be maintained in
- 14 the youth's record.
- 15
- 16 ii. On the same day as the mental health treatment service, the progress
- 17 notes shall be signed and dated by the direct service program staff
- 18 member(s) who provided the service.
- 19
- 20 iii. County of Residence will ensure STRTP meets documentation and
- 21 recordkeeping requirements.
- 22
- 23 H. The youth's record must include:
- 24 i. Mental health assessment;
- 25 ii. Admission statement, signed by the HOS within five (5) days of
- 26 youth's arrival;
- 27 iii. Client Plan;
- 28 iv. STRTP mental health program progress notes;
- v. Clinical review report and transition determination;
- vi. Physician's orders, medication examinations, medication reviews,
- written informed consent for prescribed medications;
- vii. Copy of court orders or judgements regarding physical or legal
- custody;
- viii. Documentation indicating each date and names of individuals or
- groups of individuals who have participated in the development of
- the Client Plan; and
- ix. A transition determination plan.
- I. County of Residence shall ensure that American Indian youth receive specialty
- mental health services in accordance with the Federal Indian Child Welfare Act
- (25 U.S.C. Sec 1901 et seq.).

STAFFING

Exhibit B

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- 2 A. All licensed, waived, and registered mental health professionals providing services at
- 3 the STRTP shall meet all legal requirements for professional licensing, waiver, or
- 4 registration, as applicable.
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- 6 B. Adequate numbers and qualifications of direct service program staff shall be employed,
- 7 present, awake, and on duty seven (7) days per week.
- 8
- 9 C. County of Residence shall have at least one (1) full-time equivalent direct service
- 10 program staff from the following list employed for each six (6) children admitted to the
- 11 program:
- 12 a) Physicians
- 13 b) Psychologists or psychologists who have received a waiver pursuant to WIC
- 14 Code 5751.2
- 15 c) Licensed Clinical Social Workers or registered professionals pursuant to WIC
- 16 Code 5751.2
- 17 d) Licensed Marriage, Family, and Child Therapists or registered professionals
- 18 pursuant to WIC Code 5751.2
- 19 e) Licensed Professional Clinical Counselors or registered professionals pursuant to
- 20 WIC Code 5751.2
- 21 f) Psychiatric Technicians
- 22 g) Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- 23
- 24 D. Of the direct service program staff required above, County of Residence shall have one
- 25 (1) half-time equivalent LMHP employed for each six (6) children admitted to the
- 26 program. A LMHP who is employed to meet this requirement may also be the head of
- 27 service, if employed at least forty (40) hours per week.
- 28
- 29 E. County of Residence shall have access to the psychiatrist twenty-four (24) hours per
- 30 day.

PERFORMANCE MEASURES/PROGRAM OUTCOMES

31

32 County of Residence shall provide all project monitoring and compliance protocols, procedures,

33 data collection methods, and reporting requirements requested by County of Jurisdiction.

34 County of Residence utilizes performance and outcome measures for evaluating program and

35 system effectiveness to ensure services and service delivery strategies are positively impacting

36 the youth in their care. Performance outcome measures shall be reported to the County of

37 Jurisdiction annually in accumulative reports for overall program and contract evaluation.

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40 County of Residence will address each of the categories referenced below and may additionally

41 propose other performance and outcome measures that are deemed best to evaluate the

42 services provided and/or to evaluate overall program performance.

Exhibit B

- 1 A. Access to care: The ability of youth to receive the right service at the right time.
- 2 i. Timeliness between referral to assessment and completion of assessment;
- 3 assessment to first treatment service; and first treatment service to
- 4 subsequent follow-up visit
- 5 B. Effectiveness: Objective results achieved through services.
- 6 i. Effectiveness of treatment interventions
- 7 ii. Effectiveness of discharge planning (e.g. percentage of youth successfully
- 8 linked to lower levels of care)
- 9 C. Efficiency: Demonstration of the relationship between results and the resources
- 10 used to achieve them.
- 11 i. Length of youth stay in program
- 12 ii. Number of units of service per youth
- 13 iii. Cost per youth
- 14 D. Satisfaction and Compliance: The degree to which persons served, County of
- 15 Jurisdiction, and other stakeholders are satisfied with the services.
- 16 i. Audits and other performance and utilization reviews of health care services
- 17 and compliance with agreement terms and conditions
- 18 ii. Surveys of persons serviced, family members, other health care providers,
- 19 and other stakeholders.

20 County of Residence understands that the County of Jurisdiction may adjust the performance

21 and outcome measures periodically throughout the duration of this Agreement, as needed, to

22 best measure the program. County of Residence will utilize a computerized tracking system with

23 which performance and outcome measures and other relevant data, such as demographics, will

24 be maintained.

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Exhibit C

ADMISSION AGREEMENT FOR RESIDENTIAL TREATMENTS AND PLACEMENTS

THIS ADMISSION AGREEMENT is made on _____ [Admission Date] by and between _____ (Provider) and _____ ("County of Residence") and _____ ("County of Jurisdiction".) This Admission Agreement is subject to the terms and conditions of the Master Agreement to be executed between the parties at a mutually agreeable timeframe within 60 days of this Admission Agreement and will govern Contractor's services under this Admission Agreement.

A. This Agreement will terminate on the date of the person's served discharge.

B. This Agreement specifically covers services for:

<u>Person's served Name</u>	<u>Client #</u>	<u>Admit Date</u>	<u>Discharge Date</u>

C. The compensation from the date of this Admission Agreement shall be in accordance with the rates provided in the Master Agreement.

Upon submission of an invoice by County of Residence, and approval by County of Jurisdiction's authorized representative, County of Jurisdiction shall pay County of Residence monthly in arrears for work performed the prior month. Each invoice must specify services rendered, to whom, date of service and the charges in accordance with the agreed-upon method.

D. This Agreement may be void and unenforceable if all or parts of federal or state funds applicable to this Agreement are not available to County of Jurisdiction. If applicable funding is reduced, County of Jurisdiction may require the renegotiation of compensation terms with County of Residence to conform to reduced funding levels.

E. County of Residence certifies that all Certificates of Insurance, County of Residence's Signing Authority Form, Business and Professional Licenses/ Certificates, Federal IRS ID number, or other applicable required licenses/certificates are filed with the Contract Administrator.

F. This Agreement is for the duration of person's served admittance and terminates upon discharge.

G. Following termination, County of Residence shall be reimbursed for all expenditures made in good faith that are unpaid at the time of termination.

H. The facility accepts all liability and responsibility for placement and treatment of person's served during admittance to said facility. The parties will indemnify, hold harmless and assume the defense of the other party, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from the other party's operations or from any persons directly or indirectly employed by, or acting as agent for, the other party, excepting the sole negligence or willful misconduct of the other party. This

Exhibit C

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indemnification shall extend to incidents occurring after completion of the other party's services, as well as during the progress of rendering such services.

County of Residence

County of Jurisdiction

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

Local Contracted Placement Facility Provider

By _____

Print Name _____

Title _____

Date _____

Facility Name _____

CCL Number _____

EXHIBIT D

Health Insurance Portability and Accountability Act (HIPAA)

Business Associate Agreement

1. The County of Jurisdiction is a “Covered Entity,” and the County of Residence is a “Business Associate,” as these terms are defined by 45 CFR 160.103. In connection with providing services under the Agreement, the parties anticipate that the County of Residence will create and/or receive Protected Health Information (“PHI”) from or on behalf of the County of Jurisdiction. The parties enter into this Business Associate Agreement (BAA) to comply with the Business Associate requirements of HIPAA, to govern the use and disclosures of PHI under this Agreement. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

2. The parties to this Agreement shall be in strict conformance with all applicable federal and State of California laws and regulations, including, but not limited to California Welfare and Institutions Code sections 5328, 10850, and 14100.2 *et seq.*; 42 CFR 2; 42 CFR 431; California Civil Code section 56 *et seq.*; the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), including, but not limited to, 45 CFR Parts 160, 45 CFR 162, and 45 CFR 164; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regarding the confidentiality and security of patient information, including, but not limited to 42 USC 17901 *et seq.*; and the Genetic Information Nondiscrimination Act (“GINA”) of 2008 regarding the confidentiality of genetic information.

3. Except as otherwise provided in this Agreement, the County of Residence, as a business associate of the County of Jurisdiction, may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the County of Jurisdiction, as specified in this Agreement, provided that such use or disclosure shall not violate HIPAA Rules. The uses and disclosures of PHI may not be more expansive than those applicable to the County of Jurisdiction, as the “Covered Entity” under the HIPAA Rules, except as authorized for management, administrative or legal responsibilities of the County of Residence.

4. County of Residence shall protect, from unauthorized access, use, or disclosure of names and other identifying information concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations. (45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i).) This pertains to any and all persons receiving services pursuant to a county funded program. County of Residence shall not use such identifying information for any purpose other than carrying out County of Residence’s obligations under this Agreement.

5. County of Residence shall not disclose any such identifying information to any person or entity, except as otherwise specifically permitted by this Agreement, authorized by law, or authorized by the client/patient.

6. For purposes of the above sections, identifying information shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print, or a photograph.

7. County of Residence shall provide access, at the request of County of Jurisdiction, and in the time and manner designated by County of Jurisdiction, to PHI in a designated record set (as defined in 45 CFR Section 164.501), to an individual or to County of Jurisdiction in order to meet the requirements of 45 CFR Section 164.524 regarding access by individuals to their PHI.

County of Residence shall make any amendment(s) to PHI in a designated

EXHIBIT D

record set at the request of County of Jurisdiction, and in the time and manner designated by County of Jurisdiction in accordance with 45 CFR Section 164.526.

County of Residence shall provide to County of Jurisdiction or to an individual, in a time and manner designated by County of Jurisdiction, information collected in accordance with 45 CFR Section 164.528, to permit County of Jurisdiction to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

8. County of Residence shall report to County of Jurisdiction, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, or breach of PHI not permitted by this Agreement, and any breach of unsecured PHI of which it becomes aware, immediately and without reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall be made to County of Jurisdiction's Information Security Officer and Privacy Officer and DBH's HIPAA Representative, within two (2) business days of discovery. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached. County of Residence shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. County of Residence shall investigate such breach and is responsible for all notifications required by law and regulation or deemed necessary by County of Residence and shall provide a written report of the investigation and reporting required to County of Jurisdiction. This written investigation and description of any reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the individual authorized to receive notice on behalf of County of Jurisdiction.

9. County of Residence shall make its internal practices, books, and records relating to the use and disclosure of PHI received from County of Jurisdiction, or created or received by the County of Residence on behalf of County of Jurisdiction, available to the United States Department of Health and Human Services upon demand.

10. Safeguards

County of Residence shall implement administrative, physical, and technical safeguards as required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of County of Jurisdiction; and to prevent access, use or disclosure of PHI other than as provided for by this Agreement. County of Residence shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of County of Residence's operations and the nature and scope of its activities. Upon County of Jurisdiction's request, County of Residence shall provide County of Jurisdiction with information concerning such safeguards.

County of Residence shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

11. Mitigation of Harmful Effects

County of Residence shall mitigate, to the extent practicable, any harmful effect that is known to County of Residence of an unauthorized access, viewing, use, disclosure, or breach of PHI by County of Residence or its subcontractors in violation of the requirements of these provisions.

12. County of Residence's Subcontractors

EXHIBIT D

County of Residence shall ensure that any of its subcontractors, if applicable, to whom County of Residence provides PHI received from or created or received by County of Residence on behalf of County of Jurisdiction, agree to the same restrictions and conditions that apply to County of Residence with respect to such PHI; and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract or sub-award to such subcontractors.

13. Effect of Termination

Upon termination or expiration of this Agreement for any reason, County of Residence shall return or destroy all PHI received from County of Jurisdiction (or created or received by County of Residence on behalf of County of Jurisdiction) that County of Residence still maintains in any form and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to extend the protections of these provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents, if applicable, of County of Residence. If County of Residence destroys the PHI data, a certification of date and time of destruction shall be provided to the County of Jurisdiction by County of Residence.

14. Interpretation

The terms and conditions in these provisions shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

15. Regulatory References

A reference in the terms and conditions of these provisions to a section in the HIPAA regulations means the section as in effect or as amended.

16. Survival

The respective rights and obligations of County of Residence as stated in this Section shall survive the termination or expiration of this Agreement.