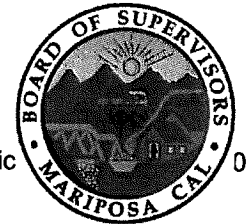




MARIPOSA COUNTY

Human Services/Behavioral Health & Recovery Services



RESOLUTION - ACTION REQUESTED 2015-388

MEETING: August 4, 2015

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: Milhous Children's Services Agreement with Behavioral Health to Provide Intensive Services

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Milhous Children's Services to provide intensive youth treatment services for Mariposa County Behavioral Health in an amount not to exceed \$20,000 and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate inpatient residential facilities. At times severely disturbed children must be placed in residential treatment until such time that they are ready to live in a group home, foster home, or return home with their parents. The length of stay can be as long as ten months.

The Department has used this facility periodically for many years and is satisfied with the services rendered. This contract renewal is necessary for placement of youth in the facility at a negotiated rate. Behavioral Health Staff recommend we continue using this facility for future placements.

Mental Health Board Review:

On recurring contract renewals, the Mental Health Advisory Board has set direction that such contracts will be available for review by the Mental Health Advisory Board members and do not require individual approval unless there are changes in the provisions of the contract. This contract meets these criteria and is submitted to the Board of supervisors for a positive action.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The current contract was approved by your Board on June 24, 2014 by Resolution Number 2014-304.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this contract is not approved, Behavioral Health will be hindered in providing emergency care to children and youth undergoing psychiatric emergencies. When a crisis arises, costs for serving these youth may be increased by not having a contract in place.

FINANCIAL IMPACT:


This contract will continue to be paid within the Mental Health budget units. There will be no impact to the Mental Health Services Act (MHSA) Corrective Action Plan or the County General Fund.

ATTACHMENTS:

Milhous Children's Services contract 2016 V4 and Exhibit A (PDF)

CAO RECOMMENDATION

Requested Action Recommended



Mary Hodson, CAO 7/29/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier

CONTRACT FOR SERVICES

This Contract made this 4th day of August, 2015 between:

COUNTY: MARIPOSA COUNTY
Behavioral Health and Recovery Services
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

and

CONTRACTOR: Milhous Children's Services, Inc.
24077 State Highway 49
Nevada City, CA 95959

ARTICLE I. TERM OF CONTRACT

- 1.01** Contract Term: This Contract shall become effective as of July 1, 2015 and shall terminate on June 30, 2016 unless terminated in accordance with the provisions of Article 7 of this Contract.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01** Independent Contractor: It is the expressed intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.
- 2.02** Contractor Qualifications: Contractor warrants that Contractor has the necessary experience and technical skills to provide services under this Contract.
- 2.03** Contract Management: Contractor shall report to the Human Services Director (Department Head) who will review the activities and performance of the Contractor and administer this Contract.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to furnish the following services:
Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with County and the results of the work shall be monitored by the Director of Human Services or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of twenty thousand dollars and zero cents (\$20,000.00). The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

Total sum to be paid upon completion of services.

or

Incremental payments based on the following schedule:
upon submittal of invoices, rates of service as per Exhibit A

- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County.
- 4.03** Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.
- 5.02** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars (\$1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.03** General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least \$1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the

policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.05 Workers' Compensation: During the term of this Contract Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

5.06 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.07 State and Federal Taxes: As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.08 Records: Clinical records of each patient shall be the property of Contractor and shall be kept at least five (5) years or until audit findings are resolved. All such records shall

be considered confidential in accordance with California Welfare and Institutions Code, Section 5328. California records shall contain sufficient detail to make possible an evaluation of the services provided to patients by the County Mental Health Director, or his designee, and shall be kept in accordance with applicable rules and regulations.

- 5.09** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.10** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.11** HIPAA Compliance: Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

More specifically, Contractor will not use or disclose confidential information other than as permitted or required by this contract and will notify County of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of County elsewhere as set forth in this agreement, County may terminate this agreement without penalty or recourse if determined that Contractor violated a material term of the provisions of this section.

Contractor ensures that any subcontractors and agents receiving health information related to this contract agree to the same restrictions and conditions that apply to Contractor with respect to such information.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor and to provide access to all documents as permitted by law necessary to the performance of Contractor's duties under this Contract.

6.02 Assignment: Neither this Contract nor any duties or obligations under this Contract may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF CONTRACT

7.01 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Contract are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Contract and all obligations of County arising from this Contract shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

- 8.02** Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representatives, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mariposa.

Executed in Mariposa, California, on the date and year first above written.

CONTRACTOR:

Milhous Children's Services, Inc.

By: Teresa Petrie 7/1/15
(signature) (date)

Teresa Petrie
(printed name)

COUNTY:

County of Mariposa

By: Merlin Jones 8-4-15
Merlin Jones, Chair (date)
Mariposa County Board of Supervisors

APPROVED AS TO FORM:

By: Steven W. Dahlem
Steven W. Dahlem
County Counsel



MILHOUS CHILDREN'S SERVICES

Exhibit A

Fiscal Year 2015-2016

I. Scope of Services Provided

During the term of this contract, Contractor may provide Medi-Cal Services as defined in Title 9 of the California Code of Regulations, including but not limited to:

- 1. Day Treatment Intensive (DTI)**
- 2. Medication Support Services**
- 3. Crisis Intervention**
- 4. Family Therapy**
- 5. Specialty Mental Health Services**
- 6. Therapeutic Behavioral Services (TBS)**

MCS will provide services for Seriously Emotionally Disturbed (SED) children and youth that meet medical necessity, including eligible Educationally Related Mental Health Services (ERMHS) residential clients and their families while they are placed in Milhous' Residential Treatment Center (RTC) Level 14 facility, as defined by Title 22 regulations.

All children who meet medical and service necessity criteria according to Title 9, Chapter 11, (Medi-Cal Specialty Mental Health Services) and ERMHS are enrolled in the Day Treatment Intensive program and are eligible to receive Medication Support Services, Crisis Intervention, Family Therapy and Therapeutic Behavioral Services.

The intensities of the psychological and social disorders of the children referred to our programs necessitate the need for intensive specialty mental health services. Each child will receive the certified Medi-Cal services in the category and amount appropriate for that child's individual need. Milhous Children's Services maintains Medi-Cal certifications through Nevada County and Sacramento County Department of Mental Health. Documentation of services fulfills all Medi-Cal criteria. Internal Utilization Reviews of progress notes and charts are completed monthly in addition to Nevada County and Sacramento County's UR process.

II. Staffing and Licenses

Contractor shall provide staffing for all contracted services in categories and at levels that meet or exceed those required under Title 9 Medi-Cal Specialty Mental Health Regulations for education, experience and licensure and/or registration with the Board of Behavioral Sciences and Examiners. Contractor shall maintain all licenses, certifications and permits necessary for operation of contract program, including Medi-Cal certification through Nevada County and Sacramento County Department of Mental Health. Copies of valid applicable licenses and certifications shall be provided to County upon request.

All staff involved in the Day Treatment Intensive program will be registered with Nevada County and Sacramento County MH Quality Management. The DTI Program shall maintain a ratio of 8 clients to 1 LPHA (Licenced Practitioner of the Healing Arts). The LPHA must be licensed or a waived intern registered with the California Board of behavioral Science.

III. Receipt of Services

The client population to be admitted to MCS and the Day Treatment Intensive (DTI) Program are those who meet medical necessity and without treatment may require more restrictive care in a hospital setting.

A. Authorizations:

All children placed at Milhous Children's Services must have a current authorization from the placing County Mental Health Dept. for any needed Medi-Cal reimbursable services. Every three months, the child must receive ongoing authorization by the County for continued services. Authorizations for these services are the responsibility of the County Mental Health department.

B. Discharge:

The child's plan of discharge is identified upon entry to the Day Treatment Intensive Program. This plan is the responsibility of the primary clinician (LPHA) and shall be reviewed every 90 days. The plan will include a schedule that delineates the steps and time frames involved in the child's transition process for discharge including the clinical, family, academic and, behavioral components. Prior to discharge, the Day Treatment Intensive staff through the Clinical Case Conference will make recommendations to the placing County representative or their designee, as to the need for further mental health treatment. A Discharge/Transfer Summary will be completed on all children exiting the Day Treatment Intensive Program within 30 working days of discharge.

IV. Facility Headquarters/Hours

A. Headquarters

Contractor shall maintain appropriate program space in Nevada City and Sacramento and can be reached at:

Milhous Children's Services, Inc.
24077 State Highway 49
Nevada City, CA 95959
Phone 530-265-9057, Fax 530-292-3803

B. Hours

Contractor shall operate the Day Treatment Intensive program a minimum of 240 days per year. The hours of the DTI Program are 12:30pm – 4:50pm, a daily total of 4 hours and 20 minutes, Monday – Friday with a ten minute break. During holiday weeks the start time may change in order to accommodate special activities, still maintaining the four hour and twenty minute block of time. Medication Support will be available 5 days per week. All other services described in Section I will be provided throughout the year, based on each client's individual treatment needs.

V. Program Description/Service Activities

A. Day Treatment Intensive

The Day Treatment Intensive Program provides a structured, therapeutic milieu in which a range of treatment interventions are incorporated.

1. **Individual and Group Psychotherapy:** comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction as a means to improve functional impairments. DTI includes individual therapy (normally twice a month) and Group Therapy (conducted five days a week). Therapy is focused on the goals identified in each child's Assessment (785) and Client Plan. Individual Therapy is provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable Long term goals and short term objectives are addressed with structured therapeutic interventions.
2. **Skill Building Groups:** focus on the utilization of multi-media materials in a group setting to facilitate both a learning process and development of skills necessary for adulthood. Topic areas may include: Assertiveness, Medication Education, Stress Management, Milhous Scouts, Male/Female Relationships, Value Clarification, Cultural Awareness, Self Image, Health and Wellness, Self-esteem Building, Feelings and Transitioning back into the community.
3. **Adjunctive Groups:** provide opportunities for children to express their thoughts and emotions, to explore a deeper understanding of their self, and to increase self-esteem through personal expressions in art, recreation, therapeutic animal interactions, dance, music, etc.
4. **Process Groups:** help children develop the skills necessary to deal with their problems and issues by providing peer interaction and feedback to develop problem-solving strategies and assisting one another in resolving behavior and emotional problems.
5. **Community Meetings:** (conducted five days a week) includes, but not limited to, discussion of daily schedule; any current events, individual issues children or staff wish to discuss to elicit support of the group milieu process; conflict resolution; planning for special events; discussion of day treatment experiences; and debriefing or wrap-up.
6. **Day Treatment Collateral Contact:** is with one or more *significant support person(s)* in the life of the child. This may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping *significant support person(s)* to understand and accept the child's condition, and involves them in treatment service planning and implementation of the client plan.

B. Medication Support Services

“Medication support services include prescribing, and monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. This service includes:

- *evaluation of the need for medication*
- *evaluation of clinical effectiveness and side effects of medication*
- *obtaining informed consent*

- *medication education (including discussing risks, benefits and alternatives with the individual or significant support persons)*
- *plan development related to the delivery of this service and/or to the status of the individual's community functioning*
- *prescribing, psychiatric medications*"

Medication support services shall be provided within the staff person's scope of practice. (Physician, Registered Nurse, Licensed Vocational Nurse or Psychiatric Technician.)

Many of our children benefit from psychotropic medications. All children will be assessed by Milhous' consulting Psychiatrist. Children who are prescribed medications will be seen more frequently. Children who remain stable on medications may be seen for medication support services by our psychiatrist twice a month. Those children who are not yet stabilized may need to be seen more and preauthorization will be requested. With the intensity of the diagnoses and age of the child, close evaluation of the clinical effectiveness and side effects of the medications is critical. New medications and changes in medications dosage require close monitoring. With Doctors orders, our nursing staff meets with the children between visits with the Psychiatrist to evaluate the clinical effectiveness and side effects of medications. *Dispensing of medication is not included as part of our medication support services.*

C. Family Therapy focuses on the problems of the child as a family member. Assessment of family dynamics contributing to the emotional disturbance of the child, problem solving techniques and communication skills are included in family therapy. Family therapy is imperative to the successful and sustainable reunification of the child with the family. Family therapy is provided (normally twice a month) by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable Long term goals and short term objectives are addressed with structured therapeutic interventions.

D. Crisis Intervention

MCS is prepared to provide crisis intervention services as needed. All staff working with the children have been trained and certified in crisis intervention. Not all children placed with Milhous require crisis intervention services. Milhous' experience has been that the children placed in our level 14 programs require anywhere from 0 crisis intervention services to an average of 55 minutes per quarter. "Crisis Intervention is a quick emergency response service enabling the Individual to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the Individual's need for immediate service intervention. Crisis Intervention services are limited to stabilization of the presenting emergency."

E. Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are *supplemental* specialty mental health services under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) benefit. TBS is an intensive, individualized, one-to-one, short-term, outpatient treatment intervention for beneficiaries with serious emotional disturbances (SED) who are at risk of losing their residential placement due to their behavior. For a child to be eligible for TBS, a mental health provider must find that in his or her clinical judgment, either that:

- a. It is highly likely that without the additional short-term support of TBS the child will need placement in an acute psychiatric hospital inpatient services, psychiatric health facility services, or crisis residential treatment services.
- b. The child needs the additional support of TBS to enable a transition from their current level program to a lower level.

VI. Documentation of Services:

Contractor shall document services under this contract according to service definitions found in Title 9 Medi-Cal regulations, and to specific County requirements outlined in the Documentation Standards section of the contract.

VII. Rates of Service

These amounts are in addition to the regular RCL 14 rate. In order to assist the County in capturing Medi-Cal reimbursement for eligible services, Contractor will provide Mental Health Services including:

- 1. Full Day and Half Day -Intensive Day Treatment, (5 days per week)
- 2. Medication Support Services
- 3. Crisis Intervention
- 4. Family Therapy
- 5. Specialty Mental Health Services
- 6. Therapeutic Behavioral Services (TBS)

Although each child will receive individualized services based on his/her individualized treatment needs, the annual budgeted units of service for each child is as follows:

County shall pay CONTRACTOR in Fiscal Year 2015-2016 for each service in the amount of the rates listed below. These rates coincide with the latest years Short-Doyle State Maximum Reimbursement Rate.

Service	*Units	Rate
5 Full Day Intensive	240 units (days)	\$202.43
5 Half Day Intensive	240 units (days)	144.13
Crisis Intervention	As needed units*	\$3.88
Medication Support MD	1111 units*	\$4.82
Medication Support RN	505 units*	\$4.82
Specialty Mental Health Services	1440 units*	\$2.61
TBS	As Needed	\$2.61

* Units of Crisis Intervention and Medication Support are annual *average* units of service per child.

Signature of County Representative _____ Date _____