

**COUNTY OF SONOMA
LETTER OF AGREEMENT**

This Letter of Agreement (“LOA”), dated as of **mmmm dd, 20xx** (“Effective Date”) is by and between County of Sonoma Department of Health Services, Behavioral Health Division (County of Jurisdiction–Mental Health Plan and **[Insert name of MHP]** in **[County Name]** (County of Residence–Mental Health Plan), hereinafter together referred to collectively as County Mental Health Plans (“MHPs” or “MHP”).

The purpose of this LOA is to establish an agreement for timely reimbursement between the MHPs and to ensure that Specialty Mental Health Services are provided and funded when a Medi-Cal beneficiary under the age of 21 is placed by the County of Jurisdiction–Mental Health Plan (COJ-MHP) into the County of Residence–Mental Health Plan (COR-MHP). This LOA meets the expectations of Assembly Bill 1051 and Welfare and Institutions Code Section 14717.25(c)(2). This LOA only applies when (i) the placement is contracted with the COR-MHP for Specialty Mental Health Services; and (ii) the Medi-Cal beneficiary under the age of 21 is placed in one of the following: Community Treatment Facility (CTF), group home (GH), Children’s Crisis Residential Program (CCRP), or Short-Term Residential Treatment Program (STRTP).

This LOA also establishes the coordination of care and reimbursement process for the COJ-MHP to pay the COR-MHP when the Medi-Cal beneficiary under the age of 21 is placed into a CTF, GH, CCRP, and/or STRTP that does not provide some or all Specialty Mental Health Services needed by the COJ-MHP Medi-Cal beneficiary under the age of 21.

The COJ-MHP is responsible for the funding and provision of Specialty Mental Health Services for qualifying Medi-Cal beneficiaries under the age of 21. When the presumptive transfer of Medi-Cal does not apply to a Medi-Cal beneficiary under the age of 21 placed into a CTF, GH, CCRP, or STRTP, the COJ-MHP maintains this responsibility. However, when COJ-MHP is not able to meet this responsibility through either an existing contract or establishing a new contract with the CTF, GH, CCRP or STRTP then the COR-MHP shall meet this responsibility pursuant to the terms this LOA. Specifically, the CTF, GH, CCRP or STRTP shall contract with the COR-MHP for the provision of the required Specialty Mental Health Services. Upon execution of the contract, the COR-MHP shall process the Specialty Mental Health Services Medi-Cal billings, pay the provider, and then invoice the COJ-MHP for the costs of local match as indicated within the California State 835 Claim Response File as Intergovernmental Transfer (IGT).

This LOA only pertains to Medi-Cal beneficiaries under the age of 21 who are in foster care. Children and youth who receive assistance under the Kinship Guardianship Assistance Payment Program or who receive assistance under the Adoption Assistance Program are not covered by this LOA.

1. Services

Specialty Mental Health Services to be provided by the COR-MHP on behalf of the COJ-MHP may include the following:

- Assessment
- Psychiatric Evaluations
- Plan Development

- Therapy (Individual, Group, and Family)
- Rehabilitation Services, including Intensive
- Home-Based Services (IHBS) and Therapeutic Behavioral Services (TBS)
- Targeted Case Management, including Intensive Care Coordination
- Psychiatrist Services and related Medication Support Services
- Day Treatment Intensive
- Day Rehabilitation
- Crisis Intervention
- Crisis Stabilization

The provider and COR-MHP shall participate in the arrangement of Specialty Mental Health Services for each Medi-Cal beneficiary under the age of 21 for whom Specialty Mental Health Services are funded through this LOA. The COJ-MHP acknowledges that this arrangement may require modifications to an individual Medi-Cal beneficiary under the age of 21's service plan. However, both MHPs will designate a clinical staff intended to serve as that County's liaison to facilitate clinical discussions about Medi-Cal beneficiaries under the age of 21 served, in addition to the responsibilities outlined below.

2. County of Original Jurisdiction Responsibilities

- A. Reimburse the COR-MHP for the Intergovernmental Transfer portion (IGT) or local match as indicated on 835 file, which represents costs incurred for the provision of Specialty Mental Health Services related services to the Medi-Cal eligible beneficiaries under 21 years of age.
- B. Appoint a liaison to receive information related to the Medi-Cal beneficiary under the age of 21 receiving Specialty Mental Health Services at the COR-MHP's GH, CTF, CCRP or STRTP.
- C. COJ-MHP liaison may coordinate with COR-MHP liaison if there are difficulties experienced with arranging care with GH, CTF, CCRP or STRTP.

3. County of Residence Responsibilities

- A. Appoint a liaison to assist, as needed, in communications with COJ-MHP and information requests related to Specialty Mental Health Services provided by the COR-MHP.
- B. COR-MHP shall coordinate Specialty Mental Health Services with contracted GH, CTF, CCRP or STRTP per standards of the COR-MHP.
- C. COR-MHP shall coordinate with COJ-MHP whenever Specialty Mental Health Services are required that are not provided by the primary placement.
- D. In the event, COJ-MHP is unable to obtain clinical information directly from the contracted Specialty Mental Health Services provider, the COR-MHP shall obtain the required documentation from the contracted Specialty Mental Health Services provider to provide clinical documentation, as requested.
- E. Invoices for payment shall be completed and forwarded to COJ-MHP following services rendered for all Medi-Cal eligible services provided by the COR-MHP for Specialty Mental Health Services reimbursement.

4. Joint Responsibilities

MHPs will adhere to all provisions of law that address placement, notifications, payment provisions and data reporting requirements.

5. Payment

After programmatic review and approval of a COR-MHP invoice, COJ-MHP shall reimburse COR-MHP, subject to the limitations and conditions specified in this LOA.

COJ-MHP will reimburse COR-MHP for costs of local match as indicated in the approved 835 file as Intergovernmental Transfer (IGT) incurred by the COR-MHP. The current rates for each county may be located here: [Medi-Cal Behavioral Health Fee Schedules](#). No other administrative or miscellaneous expenses shall be reimbursed by the COJ-MHP. All administrative or miscellaneous expenses shall be the responsibility of the COR-MHP.

Invoices for payment shall be completed and forwarded to COJ-MHP following services rendered for all Medi-Cal eligible services provided by the COR-MHP for Specialty Mental Health Services reimbursement.

Within 30 days, following receipt of a complete and correct invoice, COJ-MHP shall make payments to the COR-MHP. COR-MHP shall accept all payments from COJ-MHP via electronic funds transfer (EFT) directly deposited into a COR-MHP designated checking or other bank account.

COR-MHP shall report to COJ-MHP within sixty (60) calendar days after which it has identified any overpayments and initiate a repayment process as agreed upon by both MHPs.

6. Confidentiality and HIPAA

Both MHPs must comply with all regulations for any release of information. The MHPs agree that they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each MHP may perform its duties under law toward members and functions under this LOA. The MHPs will develop appropriate procedures to ensure all information is safeguarded from unauthorized disclosure in accordance with applicable State and Federal laws and regulations, and as referred to herein.

Both MHPs acknowledge that each is a “Covered Entity,” as defined in the Standards for Privacy of Individually Identifiable Health Information (45 C.F.R Parts 160 and 164) adopted by the Department of Health and Human Services pursuant to the Health Insurance Portability Act of 1996 (the “Privacy Rule”) with duties under those regulations and the authorizing statute.

7. Insurance

As public agencies, both MHPs 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 and obligations of this LOA.

8. Conflict Resolution

Any disputes between the MHPs will be brought to the attention of the Director of the COJ-MHP or designee, and the Director of the COR-MHP or designee. The MHPs shall meet and confer in good faith. The dispute shall be resolved by mutual agreement, and the decision will be final. If a mutual resolution cannot be achieved, either MHP may decide to terminate this LOA upon providing thirty (30) calendar days' advance written notice. Any written notice of termination shall state the future date that the termination shall become effective.

9. Term

This LOA is effective upon execution of the last signatory and continues thereafter, unless terminated as outlined in Section 10 (Termination) below.

10. Termination

Both MHPs reserves the right to terminate this LOA, with or without cause, upon providing at least thirty (30) calendar days' advance written notice of termination to the other MHP. Any written notice of termination shall state the future date on which the termination shall become effective.

11. Amendments

This LOA may be amended upon mutual agreement of the MHPs. Such modification shall be in writing and effective upon the execution of a written amendment to this LOA by both MHPs. Any changes will be in writing and delivered via electronic mail address to the MHPs identified below.

<u>COUNTY OF SONOMA</u> Department of Health Services Behavioral Health Division DHS-Finance-RMU@sonomacounty.gov; dhs-bh-contracts@sonomacounty.gov; dhs-contracting@sonomacounty.gov	<u>COUNTY OF COUNTY NAME</u> Department: Email:
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IN WITNESS WHEREOF, the County MHPs agree to the terms and conditions above and certify that the individuals signing below have the authority to execute the LOA.

County of Sonoma Department of Health Services, Behavioral Health Division

Nolan Sullivan, Director
Department of Health Services

Dated

Approved:

Sonoma County Purchasing Agent

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Substance:

Privacy & Security Officer or Designee

Dated

County, County MHP

Name, Title
Department

Dated