

INTRACOUNTY MEMORANDUM OF UNDERSTANDING

BETWEEN

Sonoma County Human Services Department

AND

Sonoma County Department of Health Services

VALLEY OF THE MOON STRTP

Program Year: **2023-2024**

HSD Agreement Number:

DHS Agreement Number: DHS #

Preamble

This Memorandum of Understanding (MOU) is entered into by and between the County of Sonoma Human Services Department, hereinafter referred to as Human Services or “HSD”, and the Sonoma County Department of Health Services, hereinafter referred to as Health Services or “DHS”.

WHEREAS the purpose of the Valley of the Moon Short-Term Residential Therapeutic Program (STRTP) is to provide a coordinated trauma-informed, individualized, strengths-based treatment program for clients to address the behavioral and mental health challenges clients are experiencing so that they can return to a family environment and remain in the least restrictive environment possible; and

WHEREAS, both Human Services and Health Services are public agencies of the County of Sonoma with the mutual goal of serving the citizens of Sonoma County;

NOW, THEREFORE, Human Services and Health Services agree to the following provisions:

General Provisions

I. Purpose

The purpose of this MOU is to establish the roles and responsibilities of the parties in the planning and provision of behavioral and mental health services delivered in the STRTP residential treatment setting; to ensure assigned staff work collaboratively in the delivery of services, as part of the quality assurance and compliance process for the provision of Specialty Mental Health Services, as well as to ensure a robust Medi-Cal claiming process through the Behavioral Health Division.

Each party to this MOU shall perform the services and shall complete all obligations assigned to that party as described in “Exhibit A: Scope of Work” (hereinafter “Exhibit A”).

II. Term of Memorandum of Understanding

- A. The term of this MOU shall be from July 1, 2023, through June 30, 2027, unless terminated earlier in accordance with the provisions in II.B. below.
- B. Either party to this Memorandum of Understanding may terminate the Memorandum of Understanding for convenience and without cause. Termination shall be affected by giving the other party thirty (30) days advance written notice of the effective date of termination. In the event of a termination, Health Services shall be entitled to receive compensation for any services satisfactorily performed through the date of termination.

III. Payment

Human Services and Health Services shall pay the stipulated amounts in the DHS/HSD Fiscal MOU.

IV. Departmental Communication

All notices and reports shall be made in writing and addressed to:

Human Services: Human Services Department
Family, Youth, & Children's Division
Briana Downey
bdowney@schsd.org

Health Services: Department of Health Services
Behavioral Health Division
Karin Sellite
karin.sellite@sonoma-county.org

V. Confidentiality and Security of Client Information

- A. Both parties agree that the entirety of the STRTP qualifies as a HIPAA covered component of the County which is a HIPAA hybrid entity. (As adopted by Sonoma County Board of Supervisors Resolution No. 03-0351 on April 8, 2003 and revised April 19, 2018.
- B. Both parties agree to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Health Services shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").
- C. Both parties agree to comply with the provisions of 45 Code of Federal Regulations 205.50, Sections 10850 of the Welfare and Institutions Code, and Division 19 of the California Department of Social Services Manual of Policies and Procedures, 45 CFR 164.100 et. Seq. (HIPAA), Section 5328 of the

Welfare and Institutions Code, and other related privacy and security regulations to assure that all records are confidential and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

- 1) No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient unless permitted by regulation or client consent.
 - 2) Both parties agree to inform all their respective employees, agents, and partners of the provisions of this MOU and that any person knowingly and intentionally violating the provisions of this MOU is guilty of a misdemeanor. All staff working within the STRTP or with access to STRTP client information shall sign a confidentiality agreement annually and shall complete privacy and security training annually as provided by the County HIPAA Privacy Officer,
 - 3) Human Services agrees to adopt a modified version of the Health Services HIPAA Privacy and Security Policies as required by HIPAA regulations.
- D. Both parties understand and agree that all information security requirements shall be enforced and shall survive any termination or expiration of this MOU.

VI. Information Security

- A. In addition to any other provisions of this MOU, all parties to this MOU shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access. Parties agree that any security incidents or breaches of unsecured PHI, PII or other confidential information will be immediately reported to the County HIPAA Privacy Officer.
- B. Both parties shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information; 2) protected by unique secure passwords; and 3) configured to automatically lock or timeout after no more than 15 minutes of inactivity. Both parties shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.
- C. Both parties shall ensure that all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment or sent by other file transfer methods is sent via an encrypted method.

- D. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this MOU and continue throughout the term of this MOU.

VII. Nondiscrimination

- A. Health Services shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this MOU are incorporated herein by this reference.
- B. Health Services understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

VIII. Record Retention/Access

Records generated from the provision of health care services by both parties are confidential and may only be released to staff of Human Services as permitted under applicable state and federal confidentiality regulations such as California Welfare and Institutions Code 5328, 42 CFR, 45 CFR, and California Civil Code 56. If disclosure is not permitted by law, client consent must be obtained prior to disclosure.

I. Medical Records

- A. Healthcare records at the STRTP are considered legal medical records and shall comply with County, State and Federal standards for creation, maintenance, protection, integrity, availability, and retention of medical records.
- B. Staff from both parties to this agreement will enter client information into a common electronic health record (hereafter known as EHR) system managed and maintained by Health Services.
- C. STRTP program staff will need to meet the minimum documentation standards as required by DHCS.
- D. Health Services will set up the appropriate EHR access for Human Services staff. DHS Revenue Management Unit (hereafter known as RMU). RMU will enroll and disenroll Human Services Staff into the EHR.
- E. Human Services will be responsible for promptly notifying DHS RMU staff when new STRTP program staff are onboarded and will need EHR access. Human Services will be responsible for promptly notifying RMU when a STRTP program staff member has left the program so access to the EHR can be removed.
- F. RMU will provide Medi-Cal billing support to Human Services for the STRTP program.

IX. Record Retention/Access

- A. DHS shall maintain, and make available to Human Services, documentation on participants as needed, and furnish quarterly reports to Human Services on the number of participants served and the type of services provided to those participants.
- B. Records generated in the course of DHS interventions are confidential and may only be released to staff of Human Services as permitted under applicable state and federal confidentiality regulations such as California Welfare and Institutions Code 5328, 42 CFR, 45 CFR, and California Civil Code 56. If not permitted by law, client consent must be obtained prior to disclosure.
- C. Upon request, copies of these records may be provided to Human Services with a valid authorization from the participant or a court order to release confidential information.

X. Compliance Program

HSD STRTP, as a certified provider for Medi-Cal Specialty Mental Health Services shall adhere to DHS Compliance Program requirements.

HSD STRTP program staff shall follow the following:

- a. Complete all DHS Compliance program trainings which includes at a minimum the following topics: the elements of the Compliance Program; the name and contact information for the Compliance Officer; standards of conduct; reporting obligations and non-retaliation, and fraud, waste and abuse.
- b. Read and adhere to the DHS Standards of Conduct and DHS Compliance Program policies and procedures.

Reporting and Recovery of Overpayments

- c. HSD STRTP shall immediately and within five business days report to DHS Compliance Officer via Compliance hotline 707-565-4999 when HSD STRTP identifies an overpayment, excluding routine service corrections (if applicable) which are reported using Service Correction Form.
- d. Overpayment includes any payment HSD STRTP receives or retains under the Federal Health Care Programs Medicare and Medicaid to which HSD STRTP, after applicable reconciliation, is not entitled. In addition to overpayments, in the event HSD STRTP claims or receives payment from DHS for services, reimbursement for which is later disallowed by DHS, State of California, or U.S. Government, HSD STRTP shall refund the disallowed amount to DHS upon DHS's request, or, at its option, DHS may offset the amount disallowed from any payment due or that becomes due to HSD STRTP under this MOU or any other agreement.
- e. HSD STRTP shall return all overpayments to DHS within sixty calendar days after the date on which the overpayment was identified. At its option, HSD STRTP may offset the amount of such overpayment against future payments

owed to DHS under this MOU or any other agreement. HSD STRTP shall maintain records of recoveries of all overpayments, including overpayments due to fraud, waste or abuse, for ten years.

IX. Monitoring

- A. Human Services and DHS will meet on a regular basis within the fiscal year to review and monitor the financial performance of STRTP operations to determine adherence to the conditions and goals of this MOU and CalAIM guidelines as they pertain to Medi-Cal Payment Reform. DHS will conduct field audits of STRTP operations as part of its regular audit schedule for STRTP contractors.
- B. Human Services and DHS acknowledges that the state or federal government shall have the right to monitor, evaluate, audit, and examine all of the activities within the scope STRTP operations.

X. Rights to Data

Subject to compliance with all applicable laws and regulations regarding the confidentiality of patient records, the parties to this MOU may use in any manner all aggregate data, reports, or other materials produced out of the performance of this MOU.

XI. Dispute Resolution

If any conflicts or disputes arise between the two parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties. See "Exhibit A: Scope of Work" for additional guidance on dispute resolution.

XII. Merger

This writing is intended both as the final expression of the MOU between parties hereto, with respect to the terms, and as a complete and exclusive statement of the terms of the MOU. No amendment to this MOU shall be effective unless and until such amendment is evidenced in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as the Effective Date.

Human Services Department

Department of Health Services

By: _____
Angela Struckmann
Director

By: _____
Tina Rivera
Director

Date: _____

Date: _____

Reviewed for Content

By: _____
Donna Broadbent
Division Director,
Family, Youth, & Children's Division

By: _____
Jan Cobaleda-Kegler
Division Director,
Behavioral Health Division

Exhibit A: Scope of Work

I. PHILOSOPHY AND INTENT OF STRTP MODEL

- A. HSD and DHS recognize the importance of a coordinated trauma-informed, individualized, strengths-based treatment approach with highly trained staff to address the immediate and underlying needs of our joint clients experiencing behavioral and mental health challenges.
- B. HSD and DHS recognize the importance of delivering quality Specialty Mental Health Service to clients so that they can heal and stepdown into a family environment. By embedding BH clinicians within the Valley of the Moon STRTP, clients will receive collaborative and holistic services that lead to better outcomes.
- C. HSD and DHS recognize the importance of developing and implementing a compliance program to ensure proper care of client information and adherence to both the CDSS STRTP Interim Licensing Standards, DHCS STRTP Interim Licensing Standards, and the California Code of Regulations-Title 22.
- D. HSD and DHS recognize the importance of leveraging both Department's local, State, and Federal fiscal allocations to provide a robust array of services to best serve our joint clients.
- E. Both parties agree to provide consultation upon request of either party regarding the STRTP. To support coordination of care, both parties agree to:
 - 1. Regularly scheduled meetings between the FY&C lead and the BH lead.
 - 2. Quarterly coordination meetings with BH/DHS and FYC/HSD.
- F. Conflict resolution should happen at the lowest level possible. As needed DHS and/or HSD management may become involved depending on the need. Conflict resolution shall include consideration of the following:
 - 1. Specific program rules and regulations.
 - 2. Standards of practice in each discipline with the shared goal of supporting the clients.
 - 3. Family, Youth, & Children's is the responsible agency to ensure that regulations are followed and will be the final arbiter of care planning goals and objectives in collaboration with the client.

II. HEALTH SERVICES RESPONSIBILITIES

Quality Assurance

- A. Provide training, support, and timely feedback for SMHS documentation.
- B. Provide staff training prior to the program opening and refresher training annually.
- C. Provide spot checks of documentation over the first 6 months with recommendations for improvement.

Privacy

- A. Apply the Privacy program, process, and procedures to embedded and/or contracted Behavioral Health staff and the services they provide at the STRTP.
- B. Jointly develop the privacy program with the Valley of the Moon STRTP to ensure compliance with all CDSS and DHCS regulations.
- C. Provide training, support, and timely feedback for privacy related matters.
- D. Coordinate with Human Services IT to ensure all electronic and client management systems meet Privacy standards.
- E. Work collaboratively with HSD to address any concerns and jointly resolve any challenges that may arise.

Certification & Contracting

- A. Provide a timely Medi-Cal Site Certification process upon submission of the Valley of the Moon Mental Health Plan Program statement and CDSS Provisional License.
- B. Enter into contract with the Valley of the Moon STRTP for the delivery of Specialty Mental Health Services with agreed client outcomes and rates for each Medi-Cal billable service.
- C. Provide an annual review of the STRTP upon issuance of the Mental Health Plan Approval.

Medi-Cal Claiming

- A. Provide timely processing of all Medi-Cal Claims.
- B. Provide timely feedback on invoices and supporting documentation to HSD Fiscal.
- C. Reimburse Human Services for all Medi-Cal claims on a quarterly basis, on the following dates each year; October 30th, January 30th, April 30th, July 31st.
- D. Provide Medi-Cal matching funds for Specialty Mental Health Services claimed through monthly invoices as determined in Exhibit B.
- E. Work collaboratively with HSD Fiscal on all fiscal matters pertaining to the STRTP .
- F. Lead agency for all State and Federal Medi-Cal audits.

Clinical Staffing Roles & Responsibilities

Services Provided	Human Services Department (HSD) Program Responsibilities	Department of Health Care Services (DHS) Program Responsibilities
Program Management	<p>Provide 1.0 FTE HSD Residential Clinical Manager that will provide overall supervision of the program, act as liaison to the DHS Health Manager, and will coordinate activities of staff.</p> <p>HSD Residential Clinical Manager will coordinate with the DHS Health Manager to provide input on timecards, vacation requests, and to jointly prepare and conduct formal evaluations of each BH Clinicians' work performance in accordance with DHS timelines.</p> <p>Both parties will work collaboratively, and in a timely manner, to resolve any concerns regarding the recruitment or on-going supervision of the BH Clinicians.</p>	<p>Provide 0.10 FTE Health Program Manager for overall administrative supervision including performance evaluation, timecards, vacation requests, and communication of specific DHS related training or other requirements.</p> <p>Both parties will work collaboratively, and in a timely manner, to resolve any concerns regarding the recruitment or on-going supervision of the BH Clinicians.</p>
Recruitment & Hiring	<p>Provide an outline of the program design, philosophy, duties and responsibilities of the BH Clinician consistent with the County of Sonoma job classification and for the Valley of the Moon STRTP program assignment, and following the guidelines provided by the State of California.</p> <p>Work collaboratively with DHS to recruit and hire two (2 FTE) qualified Behavioral Health Clinicians to fill any BH Clinician vacancy in the Valley of the Moon STRTP.</p> <p>Hiring interviews and candidate selection will be conducted jointly by both parties.</p> <p>Provide an appropriate work environment for the BH Clinicians</p>	<p>Work collaboratively with HSD to recruit and hire two (2 FTE) qualified Behavioral Health Clinicians to fill any BH Clinician vacancy in the Valley of the Moon STRTP.</p> <p>Hiring interviews and candidate selection will be conducted jointly by both parties.</p> <p>Formally assign two (2 FTE) qualified staff as indicated above to perform the duties and responsibilities of the positions as described in the job description in the County of Sonoma job classifications for Behavioral Health Clinician and that match the Valley of the Moon STRTP program design.</p>

	located at the Valley of the Moon STRTP.	Ensure that the two (2 FTE) BH Clinicians are available on site to meet all contractual program requirements in accordance of the STRTP licensure, and as identified by the CDSS STRTP Interim Licensing Standards, and DHCS STRTP Interim Licensing Standards.
Supervision	<p>HSD Residential Clinical Manager will provide timely feedback to the DHS Health Manager related to the performance of job duties and work habits of the BH Clinicians.</p> <p>HSD Residential Clinical Manager will provide directives for daily work to the BH Clinicians. HSD Residential Clinical Manager will consult with DHS for input relating to staff duties.</p> <p>HSD Residential Clinical Manager and Health Program Manager will meet at least once per month to discuss priorities, challenges, and changes needed.</p>	Health Program Manager and HSD Residential Clinical Manager will meet at least once per month to discuss priorities, challenges, and changes needed
Clinical Supervision	<p>HSD Residential Clinical Manager and will provide clinical supervision for each BH Clinician.</p> <p>HSD Residential Clinical Manager and the DHS Health Manager and/or the Behavioral Health Clinical Specialist will work collaboratively to discuss client clinical treatment direction and approach in keeping with the Valley of the Moon STRTP design.</p>	<p>DHS Health Manager and/or the Behavioral Health Clinical Specialist will participate in weekly clinical meetings that review the clinical services for all STRTP clients. .</p> <p>DHS Health Manager and/or the Behavioral Health Clinical Specialist and HSD Residential Clinical Manager and will work collaboratively to discuss client clinical treatment direction and approach in keeping with the Valley of the Moon STRTP design.</p>
STRTP Program Engagement	STRTP staff members will collaborate with information and resource sharing at weekly MDT	BH Clinicians will provide clinical services within the framework of the Valley of the Moon STRTP

	<p>meetings, Child & Family Team meetings for each client, ad hoc case conferences, program meetings, and outside meetings with team members as appropriate.</p> <p>STRTP staff will support the BH Clinicians with engaging clients in the milieu.</p> <p>STRTP staff will coordinate group activity sessions with the BH Clinicians to ensure activities meet individual treatment plan goals of each client.</p>	<p>model and adhere to policies and procedures of the program.</p> <p>BH Clinicians will be fully integrated into the Valley of the Moon STRTP program.</p> <p>BH Clinicians will:</p> <ul style="list-style-type: none"> • Carry a caseload of up to 10 youth and their families. • Be responsible for the case management as well as the coordination and communication of services as related to this caseload. • Participate and provide clinical insights at weekly MDT meetings, Child & Family Team meetings for each client, ad hoc case conferences, program meetings, and outside meetings with team members as appropriate. • Develop treatment plans and goals to match client needs. • Engage with clients in the milieu and provide individual, group, and family therapy. • Provide crisis support as needed. • Communicate and coordinate services and supports with STRTP program staff. • Maintain documentation as outlined by the Compliance and Privacy program.
<p>Training & Ongoing Professional Development</p>	<p>HSD will provide training and orientation to the STRTP program design, Child Welfare system, HSD data systems, work processes, staffing, and other information as needed.</p> <p>BH Clinicians and Behavioral Health Clinical Specialist will be invited to all STRTP trainings and FY&C trainings relevant to their roles.</p>	<p>DHS Health Program Managers will provide training, orientation, and ongoing connection to all applicable DHS systems, compliance and & privacy standards, regulations, and business processes.</p> <p>DHS Health Program Managers and BH Clinicians will participate in meetings and trainings as requested to familiarize themselves the STRTP program</p>

		design, Child Welfare system, HSD data systems, work processes, staffing, and other information as needed.
Disaster Service Worker	During a disaster or public health crisis, HSD will ensure all staff assigned to the Valley of the Moon STRTP will maintain their assignment and support the Care and Shelter of the clients at the Valley of the Moon STRTP.	During a disaster or public health crisis, DHS will maintain the BH Clinicians' assignment to the Valley of the Moon STRTP to maintain the continuity of client services.

III. HUMAN SERVICES RESPONSIBILITIES

Quality Assurance

- A. Commit staff time and attendance for all DHS-BH training.
- B. Provide documentation for spot checks as requested for DHS-BH to review.
- C. Implement QA program adjustments as provided by the Quality Assurance Performance Improvement (QAPI) Behavioral Health team.

Privacy

- A. Adhere to and support the and Privacy program, process, and procedures as it applies to embedded and/or contracted Behavioral Health staff and the services they provide at the STRTP.
- B. Jointly develop and implement the privacy program with the Valley of the Moon STRTP to ensure compliance with all CDSS and DHCS regulations.
- C. Commit staff time and attendance for all trainings and provide timely feedback for privacy related matters.
- D. Coordinate with DHS to ensure all electronic and client management systems meet Privacy standards.
- E. Work collaboratively with DHS to address any concerns and jointly resolve any challenges that may arise.

Certification & Contracting

- A. Provide all necessary documentation and access for a physical site inspection for the Medi-Cal Site Certification process.
- B. Initiate a contract for Specialty Mental Health Services with DHS.
- C. Provide all necessary documentation and access for an annual review of the STRTP upon issuance of the Mental Health Plan Approval.

Medi-Cal Claiming

- A. Provide monthly Medi-Cal claiming invoice within 30 days of the previous month's SMH services.
- B. Provide all supporting documentation for Medi-Cal claiming for each month's SMH services.
- C. Work collaboratively with DHS Fiscal on all fiscal matters pertaining to the STRTP

Clinical Staffing Roles & Responsibilities

Services Provided	Human Services Department (HSD) Program Responsibilities	Department of Health Care Services (DHS) Program Responsibilities
Program Management	<p>Provide 1.0 FTE HSD Residential Clinical Manager that will provide overall supervision of the program, act as liaison to the DHS Health Manager, and will coordinate activities of staff.</p> <p>HSD Residential Clinical Manager will coordinate with the DHS Health Manager to provide input on timecards, vacation requests, and to jointly prepare and conduct formal evaluations of each BH Clinicians' work performance in accordance with DHS timelines.</p> <p>Both parties will work collaboratively, and in a timely manner, to resolve any concerns regarding the recruitment or on-going supervision of the BH Clinicians.</p>	<p>Provide 0.10 FTE Health Program Manager for overall administrative supervision including performance evaluation, timecards, vacation requests, and communication of specific DHS related training or other requirements.</p> <p>Both parties will work collaboratively, and in a timely manner, to resolve any concerns regarding the recruitment or on-going supervision of the BH Clinicians.</p>
Recruitment & Hiring	<p>Provide an outline of the program design, philosophy, duties and responsibilities of the BH Clinician consistent with the County of Sonoma job classification and for the Valley of the Moon STRTP program assignment, and following the guidelines provided by the State of California.</p> <p>Work collaboratively with DHS to recruit and hire two (2 FTE) qualified Behavioral Health Clinicians to fill any BH Clinician</p>	<p>Work collaboratively with HSD to recruit and hire two (2 FTE) qualified Behavioral Health Clinicians to fill any BH Clinician vacancy in the Valley of the Moon STRTP.</p> <p>Hiring interviews and candidate selection will be conducted jointly by both parties.</p> <p>Formally assign two (2 FTE) qualified staff as indicated above to perform the duties and responsibilities of the positions as described in the job description in</p>

	<p>vacancy in the Valley of the Moon STRTP.</p> <p>Hiring interviews and candidate selection will be conducted jointly by both parties.</p> <p>Provide an appropriate work environment for the BH Clinicians located at the Valley of the Moon STRTP.</p>	<p>the County of Sonoma job classifications for Behavioral Health Clinician and that match the Valley of the Moon STRTP program design.</p> <p>Ensure that the two (2 FTE) BH Clinicians are available on site to meet all contractual program requirements in accordance of the STRTP licensure, and as identified by the CDSS STRTP Interim Licensing Standards, and DHCS STRTP Interim Licensing Standards.</p>
Supervision	<p>HSD Residential Clinical Manager will provide timely feedback to the DHS Health Manager related to the performance of job duties and work habits of the BH Clinicians.</p> <p>HSD Residential Clinical Manager will provide directives for daily work to the BH Clinicians. HSD Residential Clinical Manager will consult with DHS for input relating to staff duties.</p> <p>HSD Residential Clinical Manager and Health Program Manager will meet at least once per month to discuss priorities, challenges, and changes needed.</p>	<p>Health Program Manager and HSD Residential Clinical Manager will meet at least once per month to discuss priorities, challenges, and changes needed</p>
Clinical Supervision	<p>HSD Residential Clinical Manager and will provide clinical supervision for each BH Clinician.</p> <p>HSD Residential Clinical Manager and the DHS Health Manager and/or the Behavioral Health Clinical Specialist will work collaboratively to discuss client clinical treatment direction and approach in keeping with the Valley of the Moon STRTP design.</p>	<p>DHS Health Manager and/or the Behavioral Health Clinical Specialist will participate in weekly clinical meetings that review the clinical services for all STRTP clients. .</p> <p>DHS Health Manager and/or the Behavioral Health Clinical Specialist and HSD Residential Clinical Manager and will work collaboratively to discuss client clinical treatment direction and approach in keeping with the Valley of the Moon STRTP design.</p>

<p>STRTP Program Engagement</p>	<p>STRTP staff members will collaborate with information and resource sharing at weekly MDT meetings, Child & Family Team meetings for each client, ad hoc case conferences, program meetings, and outside meetings with team members as appropriate.</p> <p>STRTP staff will support the BH Clinicians with engaging clients in the milieu.</p> <p>STRTP staff will coordinate group activity sessions with the BH Clinicians to ensure activities meet individual treatment plan goals of each client.</p>	<p>BH Clinicians will provide clinical services within the framework of the Valley of the Moon STRTP model and adhere to policies and procedures of the program.</p> <p>BH Clinicians will be fully integrated into the Valley of the Moon STRTP program.</p> <p>BH Clinicians will:</p> <ul style="list-style-type: none"> • Carry a caseload of up to 10 youth and their families. • Be responsible for the case management as well as the coordination and communication of services as related to this caseload. • Participate and provide clinical insights at weekly MDT meetings, Child & Family Team meetings for each client, ad hoc case conferences, program meetings, and outside meetings with team members as appropriate. • Develop treatment plans and goals to match client needs. • Engage with clients in the milieu and provide individual, group, and family therapy. • Provide crisis support as needed. • Communicate and coordinate services and supports with STRTP program staff. • Maintain documentation as outlined by the Compliance and Privacy program.
<p>Training & Ongoing Professional Development</p>	<p>HSD will provide training and orientation to the STRTP program design, Child Welfare system, HSD data systems, work processes, staffing, and other information as needed.</p> <p>BH Clinicians and Behavioral Health Clinical Specialist will be</p>	<p>DHS Health Program Managers will provide training, orientation, and ongoing connection to all applicable DHS systems, compliance and & privacy standards, regulations, and business processes.</p>

	invited to all STRTP trainings and FY&C trainings relevant to their roles.	DHS Health Program Managers and BH Clinicians will participate in meetings and trainings as requested to familiarize themselves the STRTP program design, Child Welfare system, HSD data systems, work processes, staffing, and other information as needed.
Disaster Service Worker	During a disaster or public health crisis, HSD will ensure all staff assigned to the Valley of the Moon STRTP will maintain their assignment and support the Care and Shelter of the clients at the Valley of the Moon STRTP.	During a disaster or public health crisis, DHS will maintain the BH Clinicians' assignment to the Valley of the Moon STRTP to maintain the continuity of client services.

A.

HSD/DHS FISCAL MOU

Exhibit B: Fiscal Provisions/Budgets

I. Compensation and Funding Modifications

- A. As compensation for services contemplated by this MOU, Human Services shall pay the salary and benefits costs for two (2 FTE) Behavioral Health Clinicians for services performed in the Valley of the Moon STRTP.
- G. Within ninety (90) days following each quarter, DHS shall reimburse Human Services for all Medi-Cal claims on a quarterly basis, on the following dates each year; October 30th, January 30th, April 30th, July 31st.
- H. DHS shall provide all agreed Medi-Cal matching funds for Specialty Mental Health Services claimed through monthly invoices.
- B. HSD reserves the right to modify levels of funding for programs and renegotiate MOU budgets if needed.
- C. DHS shall not claim reimbursement under this MOU for expenditures reimbursed or financed by any other federal, state, or local government source.
- D. DHS & HSD is responsible for the repayment of all audit exceptions and disallowances taken by County, State or Federal agencies related to this MOU when Health Services procedures or personnel have been determined to cause the audit exception.

II. Budget for Behavioral Health Clinicians

Valley of the Moon STRTP	
Personnel	
2.0 FTE Behavioral Health Clinician	
PROGRAM TOTAL	

III. Medi-Cal Billing & Claiming for Specialty Mental Health Services

- 1. Restrictions and Limitations:
 - a) This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or state or federal funding sources that may in any way affect the fiscal provisions of or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by County or state or federal funding sources for the term of the Agreement. If the federal or state governments reduce financial participation in the Drug Medi-Cal program, County agrees to meet with Contractor to discuss renegotiating the services required by this Agreement.
- 2. Period of Performance:

- a) Funding is for services provided by fiscal year, which begins July 1 and ends June 30 of the next calendar year. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years.

3. Monthly Invoicing and Payment:

- a) The rate and terms of payment for all services provided under this Agreement shall be as set forth below. Any modification of the rate increase shall not be binding on County unless a written amendment to the Agreement is executed by the parties.
- b) Contractor shall submit accurate monthly invoices in County invoice template no later than thirty (30) days after the last day of the month in which those services were provided or 30 days from the date of the contract execution, whichever is sooner. Contractor may submit an invoice for services immediately following the end of the period for which services are provided, but not before. Any invoice submitted prior to the end of the billing period will be returned to Contractor for resubmission. Invoices shall be based on claims entered into the County's billing and transactional database system for the prior month.
- c) Contractor shall submit all corresponding progress notes for each service included in the monthly invoice and additional clinical documentation upon request.
- d) Contractors utilizing an Electronic Health Records system other than SmartCare to enter client services, must provide documented services in a digital exported file/format compatible with SmartCare. At a minimum, a Microsoft Excel spreadsheet of billing and claiming detail must be provided by the contractor per County specifications.
- e) Notwithstanding the above, Contractor will make best efforts to submit invoices within ten (10) days of the end of the County fiscal year.
- f) Monthly payments for claimed services shall be based on the units of time assigned to each service code entered in the County's billing and transactional database multiplied by the service rates attached to the end of this Exhibit.
- g) The maximum financial obligation of the County under this Agreement shall not exceed the amount stated in the Maximum Payment Obligation section, per fiscal year, which is not a guaranteed sum but shall be paid only for services actually rendered. County's payments to Contractor for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 5, Section 6.
- h) All billing and payment invoices shall be submitted via Sonoma County Cloud or to the following address:

Sonoma County Department of Health Services

Attn: Revenue Management Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa, CA 95405

- i) Sonoma County Cloud access will be granted upon request. Requests will be emailed to: DHS-Finance-RMU@sonoma-county.org

4. Additional Financial Requirements:

- a) County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
- b) Contractor must comply with the False Claims Act employee training and policy requirements set forth in 45 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.
- c) Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.
- d) Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

5. Contractor Prohibited from Redirection of Contracted Funds (If Applicable):

- a) Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.
- b) Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

6. Financial Audit Report Requirements for Pass-Through Entities:

- a) If County determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.
- b) Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by contract number, contract amount,

contract period, and the amount expended during the fiscal year by funding source.

- c) Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director or designee. The Director or designee is responsible for providing the audit report to the County Auditor.
- d) Contractor must submit any required corrective action plan to the Department simultaneously with the audit report or as soon thereafter as it is available. The Department shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

7. Medi-Cal Requirements and Payment Limitations:

Contractor shall perform services and provide such documentation as required by applicable State and Federal laws, rules, and regulations as described in this Agreement. Other limitations affecting contract payments may include, but are not limited to:

- a) Contractors must fully understand CPT and HCPC codes related to services and diagnoses provided. Sonoma County will utilize internal service codes that crosswalk to appropriate CPT and/or HCPCs codes.
 - i. Claims shall be complete and accurate and must include all required information regarding the claimed services.
 - ii. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission as needed.
- b) Only authorized service activities provided by an eligible staff providing Medi-Cal eligible service to a Sonoma County Medi-Cal eligible beneficiary shall be reimbursed.
- c) Documentation and Scope of Practice. For all services provided under this Agreement Contractor agrees to comply with the documentation and scope of practice standards required under state and federal laws and regulations and as set forth in the County document titled "Documentation and Scope of Practice", a current version of which is available at the following website:
<http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>.
- d) Audits: Contractor's services and claims are subject to any audits conducted by County, the State of California, federal government, or other auditors. Any resulting audit exemption shall be repaid to County.
- e) Disallowance: Contractor shall make County whole for disallowances for payment or lost revenues as identified and discovered by County that are attributable to Contractor's performance under this Agreement, including, but not limited to, Contractor's insufficient documentation of Medical Necessity or billing errors by Contractor that preclude County from claiming the Federal Financial Participation share of Medi-Cal.

- f) To the extent Contractor is required to make County whole under this Paragraph, County may elect to withhold any payments for past services, offset against any payments for future services for which Contractor provides, or demand reimbursement without offset.
- g) Contractor shall pay any penalty or fine assessed against County arising from Contractor's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties and fines which may be assessed under a Federal or State False Claims Act provision.
- h) Non-compliance with the provisions of this Exhibit B may lead at any time to withholding of payments and/or a termination of the Agreement based on breach of contract.
- i) Approved Procedure Codes and Rates for Specialty Mental Health Services: County shall compensate Contractor for contract services actually provided and documented. When billing County for authorized services provided to Sonoma County beneficiaries, Contractor will use the exclusive list of procedure codes below:

8. Routine Service Corrections

Routine service corrections must be submitted on a County provided service correction form with supporting documentation.

Routine service correction forms must be submitted directly to the Revenue Management Unit.

All routine service correction forms shall be submitted via Sonoma County Cloud or to the following address:

Sonoma County Department of Health Services
Attn: Behavioral Health Division Revenue Management Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa, CA 95405

Sonoma County Cloud access will be granted upon request. Requests will be emailed to: DHS-Finance-RMU@sonoma-county.org. Service correction process and forms are located at <http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>.

9. Provider Problem Resolution

- a) Contractor concerns or complaints may be submitted to Provider Relations by phone (707) 565-4850, in person, or in writing by using the Provider Problem Resolution & Payment Appeal form. The completed form may be mailed to 2227 Capricorn Way, Suite 207, Santa Rosa, CA 95407-5419 or emailed to SCBHProviderRelation@sonoma-county.org.
- b) The Provider Problem Resolution & Payment Appeal form is available on the County Website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>.

Overview Specialty Mental Health Services

<p>Provider Name: Valley of the Moon STRTP</p>	<p>Contact Person & Information: Briana Downey 112 Children’s Circle, Santa Rosa, CA 95409 707-565-4348 Email: bdowney@schsd.org</p>
<p>Head of Service and License Type: TBD Legal Entity#: NPI #: Reporting Unit:</p>	<p>Physical Address of Medi-Cal Certified Site(s): 112 Children’s Circle, Santa Rosa, CA 95409 Site also provides services through: Field <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Telehealth <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Telehealth (<i>with pre-approval</i>) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Ages Accepted:</p> <ul style="list-style-type: none"> • Child • Adolescents 	<p>Website: Valley of the Moon Children's Center (ca.gov)</p>
<p>Language Capacity: English Spanish</p>	<p>Mailing (Remit) Address: (If different than physical address) N/A</p>
<p>Specialty Service/Cultural Capabilities: Foster Youth Trauma</p>	<p>Conducts Initial Assessments?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Only when authorized</p>
<p>Geographic Areas Served:</p> <p><input checked="" type="checkbox"/> Central County <input checked="" type="checkbox"/> North County <input checked="" type="checkbox"/> South County <input checked="" type="checkbox"/> East County* <input checked="" type="checkbox"/> West County *Facility Location</p>	<p>Services Provided:</p> <ul style="list-style-type: none"> • Mental Health Services • Medication Support • Crisis Intervention • Case Management • Therapeutic Behavioral Services
<p>Program Name:</p>	<p>HSD Valley of the Moon STRTP</p>

DHCS Provider Number:	
Reporting Unit Number:	
National Provider Identifier Number:	
Physical Program Address:	112 Children's Cir., Santa Rosa, CA 95409
Legal Entity Number:	
<input checked="" type="checkbox"/> Mode 15 Services Approved <u>Check the approved mode 15 Services</u> <input checked="" type="checkbox"/> Case Management (15/01) <input checked="" type="checkbox"/> Mental Health Services (15/30) <input checked="" type="checkbox"/> Therapeutic Behavioral Services (15/58) <input checked="" type="checkbox"/> Medication Support (15/60) <input checked="" type="checkbox"/> Crisis Intervention (15/70)	

Program Description

Valley of the Moon Children's Center (VMCC), as part of the Sonoma County Human Services Department's Family, Youth & Children's Services Division, will operate a Valley of the Moon Short-Term Residential Therapeutic Program (STRTP) for Sonoma County youth who have significant experiences of trauma and are unable to safely live within a family or independent living environment. The Valley of the Moon STRTP will have the capacity for **sixteen (16) youth, with four (4) short-term beds specifically designed for assessment and plan development** and twelve (12) beds for treatment lasting three (3) to twelve (12) months. The goal of the program is to serve youth within Sonoma County and transition them back to a family or independent living environment as soon as they are able to safely manage their feelings, choices, and behaviors.

Contractor will provide the full range of Specialty Mental Health Services. Whenever possible, services will be delivered using evidence based practices identified as effective Specialty Mental Health treatment necessary for beneficiary to obtain minimum sufficiency of mental wellness; reduce impairments, prevent deterioration, allow individual developmental progress, or correct or ameliorate conditions. Services will be provided within the scope of practice of the person delivering the services, in a setting and manner most appropriate to the treatment and service needs of the beneficiary, and documented per Medi-Cal regulatory standards.

B. Hours of Operation

Contractor's specialty mental health services are provided seven days a week, hours of the day vary and are determined by the needs of the youth and families.

C. Expected Number of Beneficiaries Served

- a. Contractor may serve all youth authorized by Department of Health Service-Behavioral Health Divisions (DHS-BHD).

- b. Contractor shall provide as much speciality mental health services as the DHS-BH authorizes up to the maximum of contract as listed in Article 2 - Maximum Payment Obligation.
- c. Contractor shall prioritize the allocation of services to maintain quality programming, high beneficiary satisfaction, and enhanced opportunities for stepping down to lower level of services whenever clinically indicated. Beneficiary and service levels will be reviewed, at minimum, once a quarter at monitoring meeting between DHS-BH and Contractor.

ADD Service Description

ADD Outcome Goals

ADD Medi-Cal Claim Code Table

ADD Compliance Certification