

LETTER OF AGREEMENT

This is a Letter of Agreement (LOA) between San Bernadino County, a political subdivision of the State of California, through its Department of Behavioral Health ("Host County") and County of Orange, a political subdivision of the State of California, through its Health Care Agency in ("COJ"), to ensure that Specialty Mental Health Services (SMHS) are provided and funded in accordance with Welfare and Institutions Code (W&IC) Sections 14717.2, 14717.25, and 14717.26 for foster children (as defined in W&IC Section 14717.2(a)) when placed out of county of the COJ in a Community Treatment Facility (CTF), group home (GH), or Short Term Residential Treatment Program (STRTP) located in the Host County. This LOA is intended to, and meets, the expectations set forth in W&IC Section 14717.25(c)(2). The Host County and COJ may be referred to sometimes hereinafter individually as "Party" and collectively as "Parties."

Purpose of this LOA

This LOA establishes the responsibility, process, and reimbursement for provision of SMHS for any COJ foster child (as defined in W&IC Section 14717.2) who is placed outside the COJ and in a CTF, GH, and/or STRTP located in the Host County by a COJ Placing Agency/COJ.

Referenced LOA Provisions

Payment Method: Monthly in Arrears

Host County: San Bernadino County

Contacts for COJ and Host County:

Host County: San Bernardino County
Allison Cunningham, LCSW,
Senior Program Manager
Children and Youth Collaborative Services
Department of Behavioral Health
654 East Brier, Suite 150
San Bernardino, CA 92415
acunningham@dbh.sbcounty.gov

COJ: County of Orange
Health Care Agency
Alice Kim, LMFT, Program Manager II
Children and Youth Behavioral Health Services
405 West 5th Street, Suite
Santa Ana, CA 92701-4637

Financial Responsibility

The COJ is responsible for provision of SMHS for foster children for whom Medi-Cal's COJ is the Health Care Agency in County of Orange. When a foster child is placed in a CTF, GH, or STRTP outside of the COJ and in the Host County, W&IC Section 14717.2 requires COJ to continue to maintain this responsibility. The CTF, GH, or STRTP will provide required SMHS through the contract with the Host County and the Host County will process the SMHS Medi-Cal billings, pay the CTF, GH, or STRTP, as applicable, and then invoice the COJ for the costs of local match (i.e., remaining costs not covered through Federal Financial Participation and/or State General Fund, where applicable).

Services

SMHS provided to children or youth in foster care that are covered under this LOA includes, but not limited 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 Unit

Coordination of Care

The Host County shall ensure care is appropriately coordinated for each child or youth in foster care for whom SMHS are funded through this LOA. The COJ acknowledges that this coordination may require modifications to an individual child or youth's service plan, which may be done without official consultation with the COJ. However, both counties will establish a clinical staff intended to serve as a liaison between the Parties to facilitate clinical discussions about children and youth served.

Reimbursement Process

Reimbursement will be for costs of local match incurred by the Host County at the maximum amount not to exceed 50% of the SMHS Fee Schedules posted by the Department of Health Care Services (DHCS) for the Host County for the time period in which services are provided. Current rates for each county may be located here: [Medi-Cal Behavioral Health Fee Schedules FY24-25](#)

<https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-FY24-25.aspx>).

All expenses claimed to any COJ must be specifically related to this LOA. After administrative and programmatic review and approval of the invoice, the COJ shall provisionally reimburse the Host County, subject to the limitations and conditions specified in this LOA.

The COJ reimburse the Host County based upon submitted invoices that shall reflect the costs of local match incurred by the Host County through their payment for the above services to a provider within the Host County.

The Host County shall invoice the COJ monthly in arrears on claims forms provided by the COJ. All invoices submitted shall clearly reflect all required information specified regarding the services for which claims are made. Invoices for payment shall be completed and forwarded to the COJ for payment by the end of the third week of the month following the month services were rendered.

Within a reasonable period of time, following receipt of a complete and correct monthly invoice, the COJ shall make payments to the Host County.

The Host County shall report to the COJ within sixty (60) calendar days after which it has identified any overpayments. The Host County shall accept all payments from the COJ via electronic funds transfer (EFT) directly deposited into the COJ designated checking or other bank account.

Confidentiality

Both Parties must comply with applicable State and Federal laws and regulations related to disclosure of information in their possession as relates to the subject of this LOA. The Parties agree that they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each Party may perform its duties and functions under this LOA. The Parties will develop appropriate procedures to ensure all information is safeguarded from unauthorized disclosure in accordance with applicable State and Federal laws and regulations, and as referred to herein, related to disclosure of information in their possession as relates to the subject of this LOA.

Both Parties acknowledge that it is a "Covered Entity," as defined in the Health and Insurance Portability and Accountability Act of 1996 (HIPAA) (45 C.F.R Parts 160 and 164). Each Party agrees that it will protect the confidentiality and security of Protected Health Information (as defined in HIPAA) in accordance with the Privacy and Security Rule in HIPAA (as set forth in 45 C.F.R Part 164) and all other applicable State of California privacy laws, including, but not limited to, California Welfare and Institutions Code Section 5328 through 5329, California Civil Code Section 56 et seq. To the extent the information subject to this LOA constitutes substance use disorder (SUD) information, the Parties agree that they will protect it in accordance with 42 C.F.R. Part 2.

Indemnification and Insurance

The COJ agrees to indemnify, defend with counsel approved in writing by the Host County, and hold harmless the Host County and their officers, agents, and volunteers from any and all claims,

actions, demands, losses, damages, and/or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the negligent acts or omission of the COJ under this LOA.

The Host County agrees to indemnify, defend with counsel approved in writing by the COJ, and hold harmless the COJ and their officers, agents, and volunteers from any and all claims, actions, demands, losses, damages, and/or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the negligent acts or omission of the Host County under this LOA.

As public agencies, both Parties 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 or commercial insurance, they have adequate coverage or resources to protect against liabilities arising out of the terms, conditions and obligations of this LOA.

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under this section.

The venue of any action or claim brought by any party to the LOA will be the Superior Court of California in the Host County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the LOA is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California in the Host County.

Total Amount and Term

The total amount of reimbursement shall not exceed \$199,999.00 for the term of this LOA.

This LOA is effective upon execution, and expires June 30, 2029. However, each party reserves the right to terminate this LOA, for its convenience, with or without cause, with a thirty (30) day written notice of termination.

Inspections and Audits

The Host County agrees to cooperate with the COJ's Mental Health Plan ("MHP") medical director, utilization review staff and other representatives of COJ's MHP by timely and comprehensively responding to COJ's MHP requests for review and validation of service delivery and to assure compliance with applicable state or federal laws, rules, and regulations and Medi-Cal documentation standards. All documentation should have the name of the client, duration of session, CPT code, and location of service, along with any other documentation standard such as a wet signature or electronic signature of client. Payment may be denied if medical necessity is not established, or validation of service delivery is not present in documentation. The Host County is responsible for ongoing oversight and monitoring of the STRTP including ensuring STRTP staff are properly credentialed per BHIN 18-019.

Alteration of Terms

This LOA fully expresses all understandings of the parties and is the total agreement between the parties as to the subject matter of this LOA. No addition to, or alteration of, the terms of this LOA, whether written or verbal, are valid or binding unless made in the form of a written amendment that is formally approved and executed by both parties.

Consent to Breach Not Waiver

No term or provision of this LOA shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

Independent Contractor

Neither Party shall be considered an independent contractor of the other Party and neither Party, its employees, nor anyone working under the Party shall be considered an agent or an employee of the other Party. Neither Party, its employees nor anyone working under the Party shall qualify for workers' compensation or other fringe benefits of any kind through the other Party.

Assignment

Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.

Legality and Severability

The Parties' actions under this LOA shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this LOA are specifically made severable. If a provision of this LOA is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

Conclusion

This LOA may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same LOA. The parties shall be entitled to sign and transmit an electronic signature of this LOA (whether by facsimile, electronically transmitted PDF, or other form of transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed LOA upon request.

Now, therefore, the Parties agree to the terms and conditions above and certify that the individuals signing below have the authority to execute the LOA and bind their respective Party to the terms and conditions of this LOA.

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

County of Orange
Health Care Agency

(Print or type name of corporation, company, contractor, etc.)

By

(Authorized signature - sign in blue ink)

Name Ian Kemmer

(Print or type name of person signing contract)

Title Director, Behavioral Health Services

(Print or Type)

Dated: _____

Address 405 W. 5th Street

Santa Ana, CA 92701