

**SINGLE CASE AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES
REQUIRED UNDER ASSEMBLY BILL 1051 and WELFARE AND INSTITUTIONS
CODE SECTION 14717.25**

**BETWEEN _____ (COUNTY OF RESIDENCE) AND
_____ (COUNTY OF JURISDICTION)**

Whereas, _____, acting through its Department of Behavioral Health and its Mental Health Plan hereafter referred to as "COUNTY OF RESIDENCE (COR)" and _____ hereafter referred to as "COUNTY OF JURISDICTION (COJ)," seek to enter into a one-time single case Agreement ("Agreement") for the provision of Specialty Mental Health Services (SMHS) provided by COR to a member of COJ's Mental Health Plan as required by Assembly Bill 1051 and Welfare and Institutions Code Section 14717.25.

- 1. TERM AND DESCRIPTION OF SERVICES.** This Agreement establishes the coordination of care and reimbursement process for COR to provide SMHS to the COJ member listed below. COR shall provide all services and furnish all materials necessary to provide the treatment described as "Treatment/Services Required" and for the term and rates specified in the table below to the COJ member. Additional services not within the scope of this Agreement require either a written authorization from COJ or an additional and separate agreement.

COJ Member Name:	
Date of Birth:	
Medi-Cal Number:	
Term:	
Diagnosis (ICD10):	
Treatment / Services Authorized:	<ol style="list-style-type: none"> 1) Assessment 2) Plan Development 3) Therapy (Individual, Group, and Family) 4) Rehabilitation Services, including Intensive Home-Based Services (IHBS) and Therapeutic Behavioral Services (TBS) 5) Wraparound Services 6) Targeted Case Management, including Intensive Care Coordination 7) Medication Support Services 8) Day Treatment Intensive 9) Day Rehabilitation 10)Crisis Intervention 11)Crisis Stabilization
Compensation Rate (s) Agreed:	Payments to the COR for the Federal Financial Participation (FFP) SMHS will be based on the COR's approved Department of Healthcare Services (DHCS)

	<p>SMHS Rates as identified on the DHCS Medi-Cal Behavioral Health Fee Schedules Fiscal Year 2024-25, SMHS Outpatient Rates Sheet, as maybe updated annually or periodically by the DHCS. COR shall bill DCHS for the FFP SMHS amount. Link to website of rates: 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).</p> <p>COJ will Reimburse the COR for the costs of local match as indicated within the 835 file as Intergovernmental Transfer (IGT) on the Medi-Cal Behavioral Health Specialty Mental Health Fees Schedule Effective July 1, 2024. The current rates for Fresno County are 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).</p>
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2. COJ RESPONSIBILITIES. To coordinate and facilitate services to COJ member, COJ shall complete the following responsibilities:
- a. Adhere to all provisions of law that address placement, notifications, payment provisions, and data reporting requirements, pursuant to AB 1051.
 - b. Ensure COJ’s liaison provides timely notice to COR of a COJ member requiring SMHS and provides all required COJ member information needed to coordinate care.
 - c. Coordinate COJ member’s SMHS needs with COR. COJ will:
 - i. Communicate with COR to determine that the member’s symptoms continue to demonstrate the need for SMHS.
 - ii. Establish a communication routine so that any information related to the member is conveyed between the COJ and COR.
 - iii. Provide copies of the client chart, including documentation, as requested.
 - iv. Participate in child and family team meetings with COR.

COR and COJ 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 HIPAA (the “Privacy Rule”) with duties under those regulations and the authorizing statute.

6. NOTICES. Notice shall be deemed to have been served when the notice is deposited in the United States Mail, registered or certified, postage prepaid, and addressed as follows:

To COR:

To COJ:

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or entities designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, certified or registered mail, postage prepaid, notices shall be deemed given on the third day following such deposit in the United States mail. In all other instances, notices shall be deemed given at the time of actual delivery.

7. CONFLICT RESOLUTION. Any disputes between COR and COJ will be brought to the attention of the Directors of Behavioral Health COR and COJ or their designees. The dispute shall be resolved by mutual agreement between the Directors of Behavioral Health COR and COJ, or their designees, and the decision will be final.
8. INSURANCE. As public agencies, both COR and COJ 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, conditions and obligations of this Agreement.
9. COSTS, ATTORNEY’S FEES AND VENUE. 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 COR. 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.

10. AMENDMENTS. This Agreement may be amended upon mutual agreement of COR and COJ. Such modification shall be in writing and effective upon the execution of a written amendment to this Agreement by COR and COJ.
11. TERMINATION. Both COR and COJ reserve the right to terminate this Agreement, with or without cause, upon providing thirty (30) calendar days advance written notice to the other party. Any written notice of termination shall state the date on which the termination shall become effective and be deemed served in compliance with the provisions specified in Section 6, NOTICES.
12. COMPENSATION AND INVOICING. For the services described in Section 1, COJ agrees to pay COR for the local match, as indicated by the IGT on the 835 file, and per the requirements specified below.
 - a. The total sum of all payments made by COJ to COR for services provided under this Agreement shall be at a not to exceed amount of \$50,000.00 ("Maximum Allowable Compensation").
 - b. COR shall invoice COJ for the services described in Section 1 in arrears, monthly, following receipt of 835 files for services rendered. COR and COJ will collaborate to determine the information needed to support all invoices. COJ questions related to invoicing may be directed to:
 - c. COR will send invoices to COJ for reimbursement to:
 - d. COJ will remit payment to COR within forty-five (45) business days of receipt of a complete and correct invoice. COJ shall remit payment to:
13. This Agreement constitutes the entire written agreement between the parties with respect to the provision of, and payment for, services to the COJ member.
14. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
15. The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with

California Government Code Section 16.5 and California Civil Code Section 1633.7.

IN WITNESS WHEREOF, the parties hereto duly authorized on behalf of their governing authority, have executed this Agreement as of the day, month, and year first above written.

COUNTY OF JURISDICTION:

COUNTY OF RESIDENCE:

BY

BY

(authorized signature)

(authorized signature)

(print name and title)

(print name and title)

Date

Date

For accounting use only:

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

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