

AMENDMENT IV TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment IV, is made and entered into this 12th day of June, 2018, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and JDT CONSULTANTS, INC., a California non-profit Corporation, whose business address is 4205 W. Figarden Drive, Fresno, CA 93722 hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 13-389, effective June 18, 2013, COUNTY Amendment No. 13-389-1, effective May 20, 2014, COUNTY Amendment No. 13-389-2, effective April 21, 2015, and COUNTY Amendment No. 13-389-3, effective May 24, 2016, herein collectively referred to as COUNTY Agreement 13-389, whereby CONTRACTOR agreed to provide Therapeutic Behavioral Services (TBS) and Katie A. Services to certain COUNTY Medi-Cal beneficiaries, as part of Fresno County's Mental Health Plan (herein after referred to as the "COUNTY PLAN"), submitted to the California State Department of Health Care Services; and

WHEREAS, the parties desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That the existing COUNTY Agreement No. 13-389, Section two (2) "TERM", shall be revised by adding the following at Page Two (2), Line Nineteen (19) after the word "2018":

"This Agreement shall be extended for an additional six (6) month period beginning July 1, 2018 through December 31, 2018."

2. That the existing COUNTY Agreement No. 13-389, Section Five (5), beginning on Page Five (5), Line Seven (7), with the word "County" and ending on page Five (5), Line Twelve (12) with the word "Agreement" be deleted and the following inserted in its place:

"COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for providing TBS at a rate of Two and No/100 Dollars (\$2.00) per minute for actual time provided to Members within and outside of Fresno County up to the amount of time authorized by

1 COUNTY and documented in the TBS progress note. COUNTY agrees to pay CONTRACTOR and
2 CONTRACTOR agrees to receive compensation for providing Katie A. related services as defined in
3 Revised Exhibit A-3, attached hereto and incorporated herein, at the rate of Two and No/100 dollars
4 (\$2.00) per minute for actual time provided to Members up to the amount of time authorized.

5 In no event shall services performed under this Agreement be in excess of Two Million,
6 Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) for the period of July 1, 2013 through
7 June 30, 2014.

8 In no event shall services performed under this Agreement be in excess of Three Million
9 and No/100 Dollars (\$3,000,000.00) for the period of July 1, 2014 through June 30, 2015.

10 In no event shall services performed under this Agreement be in excess of Three Million,
11 Three Hundred Twenty-Five Thousand and No/100 Dollars (\$3,325,000.00) for the period of July 1,
12 2015 through June 30, 2016.

13 In no event shall services performed under this Agreement be in excess of Three Million,
14 Four Hundred Thousand and No/100 Dollars (\$3,400,000.00) for the period of July 1, 2016 through
15 June 30, 2017.

16 In no event shall services performed under this Agreement be in excess of Three Million,
17 Four Hundred Thousand and No/100 Dollars (\$3,400,000.00) for the period of July 1, 2017 through
18 June 30, 2018.

19 In no event shall services performed under this Agreement be in excess of One Million,
20 Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00) for the period of July 1, 2018 through
21 December 31, 2018.

22 The maximum total compensation for the entire contract term shall not exceed
23 Seventeen Million, Three Hundred Twenty-Five Thousand and No/100 Dollars (\$17,325,000.00)."

24 3. That, effective July 1, 2018, all references in existing COUNTY Agreement No. 13-398 to
25 "Exhibit A," shall be changed to read "Revised Exhibit A-3," attached hereto and incorporated herein by
26 reference.

27 4. COUNTY and CONTRACTOR agree that this Amendment IV is sufficient
28 to amend the Agreement; and that upon execution of this Amendment IV, the Agreement, Amendment

1 I, Amendment II, Amendment III and Amendment IV together shall be considered the Agreement.

2 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
3 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
4 in full force and effect. This Amendment III shall become effective upon execution by all parties.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment IV to Agreement
2 No. 13-398 as of the day and year first hereinabove written.

3
4 **CONTRACTOR**

COUNTY OF FRESNO

5 **JDT CONSULTANTS, INC.**

6 
7 (Authorized Signature)

8 Print Name

9 **CEO**

10 Title (Chairman of Board, or President, or
11 CEO)

11 
12 (Authorized Signature)

13 **NYDIA RODRIGUEZ**
14 Print Name

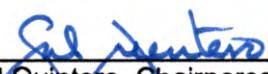
15 **CEO**

16 Title (Secretary of Corporation, or Chief
17 Financial Officer/Treasurer, or any
18 Assistant Secretary or Treasurer)

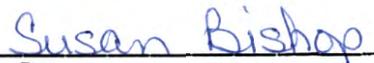
19
20
21 MAILING ADDRESS:
22 1424 West Holland Avenue
23 Fresno, CA 93705

24 **FOR ACCOUNTING USE ONLY:**

25 Organization: 56302666
26 Fund/Subclass: 0001/10000
27 Account/Program: 7295/0
28

6 
7 Sal Quintero, Chairperson of the Board of
8 Supervisors of the County of Fresno

9 **ATTEST:**
10 Bernice E. Seidel
11 Clerk of the Board of Supervisors
12 County of Fresno, State of California

13 By: 
14 Deputy

Therapeutic Behavioral Services
Scope of Work

ORGANIZATION: JDT Consultants, Inc.
ADDRESS: 4205 W. Fig Garden Drive, Fresno, CA 93722
SERVICES: Therapeutic Behavioral Services
CONTRACT PERIOD: July 1, 2013 – December 31, 2018
CONTRACT AMOUNT: \$2,500,000 for fiscal year 2013-2014
\$3,000,000 for fiscal year 2014-2015
\$3,325,000 for fiscal year 2015-2016
\$3,400,000 for fiscal year 2016-2017
\$3,400,000 for fiscal year 2017-2018
\$1,700,000 for July 1, 2018 through December 31, 2018

SECTION I

TARGET POPULATION: Children and/or youth up to age 21 experiencing emotional or behavioral challenges in their current living environment or experiencing a stressful life transition. TBS is only available to those children/youth with full-scope Medi-Cal benefits who are receiving ongoing mental health services. TBS is available to children/youth who meet one or more of the following:

1. Experiencing behaviors that they find hard to manage and may jeopardize their placement;
2. Currently living in a group home;
3. At risk of psychiatric hospitalization, or have been psychiatrically hospitalized within the last 24 months; and
4. Transitioning to a lower level placement.

1. **DEFINITIONS**

A. "Member" shall mean any person who has been determined to be eligible to receive full scope Medi-Cal benefits by the State of California through Fresno County and is under twenty-one (21) years of age; meets MHP medical necessity criteria as defined in 9 C.C.R. 1830.205; is a member of the class certified by the U.S. District Court in *Emily Q. v. Bonta, supra*; and meets the criteria for needing TBS as defined in DMH Letter No. 99-03.

B. "CONTRACTOR" shall refer to the CONTRACTOR providing TBS and contracting with COUNTY to render TBS to Members, pursuant to the terms and conditions of

this Agreement and as addressed in the “Fresno County Mental Health Plan Organizational Provider Manual”, defined *infra* in paragraph M of this Exhibit.

C. “Therapeutic Behavioral Services” shall mean one-to-one mental health services for Members with serious behavioral problems who are experiencing a stressful transition or life crisis and need additional short-term support to prevent placement in a group home of Rate Classification Level (RCL) 12 through 14 or a locked facility for the treatment of mental health needs, including acute care; or to enable a transition from any of those levels to a lower level of residential care. TBS is focused on resolution of target behaviors or symptoms which jeopardize existing placements, are a barrier to transitioning to a lower level of residential placement, and are barriers to the completion of specific treatment goals. TBS is to be decreased when indicated and discontinued when the identified behavioral benchmarks have been reached or when reasonable progress toward the behavioral benchmarks is not being achieved and is not reasonably expected to be achieved. When applicable, a plan for transition to adult services when the beneficiary turns 21 years old and is no longer eligible for therapeutic behavioral services will be developed, which addresses assisting parents and/or caregivers with skills and strategies to provide continuity of care when the services are discontinued.

D. “Covered Services” shall mean only those services set forth in Section 3 of this Exhibit.

E. “Not Reimbursable Conditions” shall mean:

1. When TBS are solely: a) for the convenience of the family or other caregivers, physician or teacher; b) to provide supervision or to assure compliance with terms and conditions of probation; c) to ensure the child/youth’s physical safety or the safety of others, e.g., suicide watch; or d) to address conditions that are not part of the Member’s mental health condition.

2. For Members who probably do not need these services since they can sustain non-impulsive self-directed behavior, handle themselves appropriately in social situations with peers, and are able to appropriately handle transitions during the day.

3. For Members who will never be able to sustain non-impulsive self-directed behavior and engage in appropriate community activities without full time supervision.

4. When the Member is an inpatient of a hospital, psychiatric health facility, nursing facility, Institute of Mental Disease (IMD), or crisis residential program.

F. "Excluded Services" shall mean all those services which are not "Covered Services".

G. "TBS Rates" shall mean the schedule of prevailing reimbursement rates of payment for the CONTRACTOR services in effect for COUNTY's Medi-Cal TBS Program, as regulated by the State of California and adopted by the Fresno County Board of Supervisors, in the COUNTY PLAN, at the time such TBS are rendered.

H. "Licensed Staff" shall mean any mental health professional, licensed in the State of California as a Psychiatrist, Psychologist, Clinical Social Worker, Marriage Family Therapist, Professional Clinical Counselor, or a Registered Nurse with a Master's Degree certified to render TBS to Members. The Professional Clinical Counselor (PCC) classification, credentialing, and related scope of work will be developed by the COUNTY's Department of Behavioral Health and CONTRACTOR prior to implementation and billing for PCC services.

I. "Waivered or Registered Staff" shall mean any employee who has a waiver of psychologist licensure as required and approved by the Department of Mental Health or has registered with the applicable state licensing authority to obtain supervised clinical hours for Marriage Family Therapy, Professional Clinical Counselor, or Social Worker licensure, approved to render TBS to Members. The Professional Clinical Counselor (PCC) classification, credentialing, and related scope of work will be developed by the COUNTY's Department of Behavioral Health and CONTRACTOR prior to implementation and billing for PCC services.

J. "TBS Coach" shall mean a person who has successfully completed twelve (12) semester units from an accredited college or university in any of the following disciplines: Social Work, Psychology, Rehabilitation Counseling, Education Counseling, Marriage Family Therapy, or Professional Clinical Counselor; or successful completion of six (6) semester units from an accredited college or university in any of the following disciplines: Social Work, Psychology, Rehabilitation Counseling, Education Counseling, Marriage Family Therapy, or Professional Clinical Counselor and one (1) year of full-time experience working with clients in human services settings; or a Bachelor's Degree in a non-mental health related field, but with at least one year of full-time experience working with children/youth. A TBS Coach must be approved by the COUNTY to render TBS pursuant to the terms and conditions of this Agreement.

K. "TBS Plan of Care" shall mean a series of short term interventions which address specific behaviors or symptoms identified during assessment and the goals and objectives of TBS.

L. "Fresno County" shall also be referred to as COUNTY.

M. "Fresno County Mental Health Plan Organizational Provider Manual", hereinafter referred to as "the Provider Manual" shall mean the Provider Manual, together with any amendments or changes thereto. The Provider Manual is developed and maintained by staff within the Managed Care Division. The Provider Manual may be updated from time to time. CONTRACTOR will receive a copy of the Provider Manual and any updates, upon execution of this Agreement and whenever changes are made by COUNTY. The Provider Manual and any updates thereto made during the term of this Agreement are incorporated herein and made a part of this Agreement.

N. "Or" is not exclusive.

O. "Shall" is used to indicate a mandatory term or function when used in a covenant of either COUNTY or CONTRACTOR.

P. "Will" is used to indicate a mandatory term or function when used in a covenant of either COUNTY or CONTRACTOR.

2. **QUALIFICATIONS**

A. **Licensed Mental Health Staff**

Any mental health professional licensed in the State of California as a Psychiatrist, Psychologist, Clinical Social Worker, Marriage Family Therapist, Professional Clinical Counselor, or as a Registered Nurse with a Master's Degree, who is employed by CONTRACTOR may serve Members provided he/she is certified and in good standing to provide services under the California Medi-Cal Program including compliance with the relevant standards of participation contained in 22 C.C.R., Division 3, Subdivision 1, Chapter 3, Article 3, sections 51200, *et seq.* The Professional Clinical Counselor (PCC) classification, credentialing, and related scope of work will be developed by the COUNTY's Department of Behavioral Health and CONTRACTOR prior to implementation and billing for PCC services.

B. **Waivered or Registered Staff**

1. Any waivered or registered mental health worker who is employed by CONTRACTOR and meets the qualifications set by COUNTY may provide services under the California Medi-Cal Program including those requirements contained in 9 C.C.R., section 1810.254 (Waivered/Registered Professional).

2. A Licensed Mental Health Staff in accordance with laws and regulations governing the registration or waiver must supervise Waivered, Registered Staff, and TBS Coaches.

C. **TBS Coach**

1. CONTRACTOR staff serving as a TBS Coach shall complete the "Fresno County Mental Health Plan Therapeutic Behavioral Coach Application Checklist" (Attachment 1, attached hereto and incorporated herein) for approval by COUNTY before performing TBS. In addition, a fingerprint check request is required. If the Coach is already a current employee of a

local facility licensed by Social services, which requires a fingerprint check, a letter from that facility saying that the Coach is currently an employee in good standing can substitute for a new fingerprint check.

2. Each TBS Coach is required to complete training on confidentiality, child abuse reporting, non-violent crisis intervention, cardiopulmonary resuscitation (CPR) and State or MHB-approved TBS training.

3. The TBS Coach personnel file shall include the following: completed and approved Coach application, supporting documents regarding education or experience, fingerprint check request, signed statement regarding training on confidentiality and child abuse reporting and current CPR certificate. These documents must be available to the MHP upon request.

3. **SERVICES**

A. CONTRACTOR shall:

1. Perform all services and fulfill all responsibilities as outlined in the Provider Manual, and in accordance with the DMH Letters No. 99-03 and other relevant letters published from time to time by DMH, California Code of Regulations and *Emily Q. v. Bonta* decision.

2. Serve as the TBS Coordinator or designate other licensed mental health staff, and make arrangements to meet the caregiver for Assessment and Plan Development within three (3) working days of receipt of referral from COUNTY and schedule a tentative review date within two (2) to three (3) weeks of the beginning of services.

3. Provide the TBS Plan of Care to the referring licensed mental health clinician or "Therapist," as an addendum to the current Plan of Care.

4. Provide the TBS Coach, who is responsible to meet with the member at the agreed upon times and follow the intervention plan and adhere to ethical standards as outlined in the Provider Manual.

5. Provide services established in the Plan of Care, which may include such activities as behavioral modeling, structure and support, and one-to-one behavioral interventions, which assist the Member in engaging in appropriate activities, minimizing impulsivity and increasing social and community competencies by building or reinstating those daily living skills that will assist the Member to live successfully in the community.

6. Serve as a positive role model and assist in developing the Member's ability to sustain self-directed appropriate behavior, internalize a sense of social responsibility, and/or enable participation proactively in community activities. These activities/interventions may include but are not limited to:

- a. Providing immediate behavioral reinforcements
- b. Providing time-structuring activities
- c. Preventing inappropriate responses
- d. Providing appropriate time-out strategies
- e. Providing coping strategies and other behavioral interventions
- f. Collaboration with and support of the family caregivers' efforts to

provide a positive environment for the Member

7. Complete all TBS forms as required in the Provider Manual to include the "Fresno County Mental Health Plan TBS Assessment and Plan of Care" (Attachment 2, attached hereto and incorporated herein) and "Fresno County Mental Health Plan TBS Progress Notes" (attachment 3, attached hereto and incorporated herein). Any applicable Notice of Action forms required by DMH shall be completed and submitted to COUNTY.

8. Ensure staff is knowledgeable about the cultures and communities in which they work and sensitive to and aware of multicultural issues. All services provided to children and their families shall be delivered in a culturally sensitive and competent manner.

9. Develop and maintain positive communication and working relationships with TBS Team members.

10. Serve on the TBS team to review and modify the Plan of Care, interventions and goals for TBS as needed until the targeted behaviors are reduced or eliminated.

11. Track costs for TBS and verify hours worked and billed to COUNTY are consistent with time documented in the progress note for each Member.

12. CONTRACTOR shall submit electronic billing for services directly into COUNTY's billing module (AVATAR). CONTRACTOR must grant security access to required software, to include but not limited to Java 1.6 update 23 and Netsmart's custom Crystal Report viewer and AVATAR's client. At a minimum CONTRACTOR's computers must run Windows XP or higher operating system and be connected to a high speed internet connection. CONTRACTORS shall be responsible for equipment to support software.

13. Perform all services and fulfill all responsibilities for Intensive Care Coordination (ICC) as outlined in the Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS), & Therapeutic Foster Care (TFC) for Katie A. Subclass Members (Medi-Cal Katie A. Manual). See Section II for further details.

B. COUNTY shall:

1. Perform all services and fulfill all responsibilities as outlined in the Provider Manual, and in accordance with the DMH Letters No. 99-03 and other relevant letters and other written communications published from time to time by DMH, California Code of Regulations and *Emily Q. v. Bonta* decision and the Katie A. Manual, as incorporated herein.

2. Provide oversight, support, coordination, authorization, and ongoing monitoring of TBS for the COUNTY PLAN.

3. Notify CONTRACTOR of their responsibilities through DMH letters and other written communications, the Provider Manual, teleconferences, formal and informal trainings, and individual consultations.

4. Receive TBS referrals from the Department of Behavioral Health, Member's mental health provider, Child Protective Services case managers, parents, guardians, or foster parents and determine whether the Member meets the criteria for Medi-Cal reimbursement for TBS.

5. Assign the Member to CONTRACTOR and approve the initial authorization request and subsequent authorization requests within fourteen (14) calendar days of receipt or within three (3) calendar days for expedited requests upon CONTRACTOR submission to COUNTY, the "Request to Expedite Therapeutic Behavioral Services:" form identified as Attachment 4 attached hereto and incorporated herein.

6. Provide individual consultation on a regular basis and facilitate monthly meetings of the TBS team.

7. Conduct site certifications, documentation and billing audits upon execution of this Agreement and annually thereafter.

4. **PRIOR AUTHORIZATION**

A. Prior authorization from COUNTY shall be required prior to the time TBS one-to-one direct services are rendered with the exception of the two-hour assessment, pursuant to the terms and conditions of this Agreement, and as described in the Provider Manual. Prior authorization shall be required for the initial and each subsequent authorization period, to include a specified number of hours during such authorization period. COUNTY shall not be obligated to compensate CONTRACTOR for services rendered during a non-authorized period, for services provided in excess of an authorized period, for services in excess of the number of authorized hours, or for services provided to ineligible individuals.

B. CONTRACTOR shall not admit, treat, refer, or transfer a Member without prior authorization and approval of the MHP.

5. **SERVICE LOCATIONS**

CONTRACTOR shall perform TBS at MHP approved locations within and outside of Fresno County, depending upon the placement of the Member and at times convenient and locations suitable to Member (i.e., at a Member's home, school, or community).

SECTION II

TARGET POPULATION: Children/youth who are members of the Katie A. subclass.

1. **DEFINITIONS**

A. "Member" shall mean any person who is a member of the Katie A. subclass.

B. "CONTRACTOR" shall refer to the CONTRACTOR providing ICC service and contracting with COUNTY to render ICC service to Members, pursuant to the terms and conditions of this Agreement.

C. "Katie A. subclass" shall be defined as follows:

CLASS:

1. Full-Scope Medi-Cal
2. Open Child Welfare case defined as any of the following:
 - a. Child is in foster care or;
 - b. Child has a voluntary family maintenance case (pre or post, returning home, in foster or relative placement including both court ordered and by voluntary agreement)
3. Meets Medi-Cal medical necessity for mental health services

SUB-CLASS: Due to behavioral health needs, children/youth in or considered for:

1. Wraparound
2. Therapeutic Foster Care
3. Specialized care rate
4. Other intensive EPSDT services, including but not limited to TBS or crisis stabilization/intervention
5. RCL 10 or above
6. Psychiatric Hospital or 24-hour mental health treatment facility (e.g., psychiatric inpatient hospital, community residential treatment facility)
7. 3 or more placements within 24 months

D. "Intensive Care Coordination" Intensive care coordination (ICC) shall mean a targeted case management (TCM) service that facilitates assessment of, care planning for and coordination of services, including urgent services for members of Katie A. Subclass. An ICC

coordinator serves as the single point of accountability to: ensure that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/youth driven and culturally and linguistically relevant manner and that services and supports are guided by the needs of the child/youth; facilitate a collaborative relationship among the child/youth, his/her family and involved child-serving systems; support the parent/caregiver in meeting their child/youth's needs; help establish the child and family team (CFT) and provide ongoing Support; and organize and match care across providers and child serving systems to allow the child/youth to be served in his/her home community.

2. **SERVICES**

While the key service components of ICC are similar to TCM, ICC differs in that it is integrated into the child and family team process and it typically requires more active participation by the ICC provider in order to ensure that the needs of the child/youth in the Katie A. Subclass are appropriately and effectively met. As such the ICC service components include the following:

2.1 **ICC Assessment Activities**

These assessment activities are different from the clinical assessment to establish medical necessity for specialty mental health services but must align with the mental health client plan. CONTRACTOR shall perform the following ICC Assessment Activities:

- Assessing client's and family's needs and strengths
- Assessing the adequacy and availability of resources
- Reviewing information from family and other sources
- Evaluating effectiveness of previous interventions and activities

2.2 **ICC Service Planning and Implementation Activities:**

CONTRACTOR shall perform the following ICC Service Planning and Implementation Activities:

- Developing a plan with specific goals, activities, and objectives.

- Ensuring the active participation of client and individuals involved and clarifying the roles of the individuals involved.

- Identifying the interventions/course of action targeted at the client's and family's assessed needs.

2.3 ICC Monitoring and Adapting Activities

CONTRACTOR shall perform the following ICC Monitoring and Adapting Activities:

- Monitoring to ensure that identified services and activities are progressing appropriately
- Changing and redirecting actions targeted at the client's and family's assessed needs, not less than every 90 days.

2.4 ICC Transition activities

CONTRACTOR shall perform the following ICC Transition Activities:

- Developing a transition plan for the client and family to foster long term stability including the effective use of natural supports and community resources.

3. SERVICE LIMITATIONS/LOCKOUTS

Service limitations and lockouts for ICC service are equivalent to TCM service limitations and lockouts as described below:

A. (42 CFR section 441.169) TCM does not include, and Federal Financial Participation (FFP) is not available when the TCM activities are an integral and inseparable component of another covered Medicaid service (State Medicaid Manual (SMM) 4302.2F).

B. (42 CFR section 441.169) TCM does not include, and Federal Financial Participation (FFP) is not available when the TCM activities constitute the direct delivery of underlying medical, educational, social, or other services to which an eligible individual has been referred, including for foster care programs, services such as, but not limited to, the following: research gathering and completion of documentation required by the foster care program; assessing adoption placements; recruiting or interviewing potential foster care

parents; serving legal papers; home investigations; providing transportation; administering foster care subsidies; and making placement arrangements.

C. (42 CFR 441.18(9)(c)). FFP only is available for TCM services if there are no other third parties liable to pay for such services, including as reimbursement under a medical, social, educational, or other program except for case management that is included in an individualized education program or individualized family service plan consistent with section 1903(c) of the Act. (Sections 1902(a)(25) and 1905(c).

For members of the target group who are transitioning to a community setting, TCM services will be made available for up to 30 calendar days for a maximum of three non-consecutive periods of 30 calendar days or less per hospitalization or inpatient stay prior to the discharge of a covered stay in a medical institution. The target group does not include individuals between ages 22 and 64 who are served in Institutions for Mental Disease or individuals who are inmates of public institutions.

ICC service may be provided solely for the purpose of coordinating placement of the child/youth on discharge from the hospital, psychiatric health facility, group home or psychiatric nursing facility, may be provided during the 30 calendar days immediately prior to the day of discharge, for a maximum of three nonconsecutive periods of 30 calendar days or less per continuous stay in the facility as part of discharge planning.

4. **SERVICE AUTHORIZATION AND DISCHARGE**

Service authorization shall be consistent with the MHPs process for TCM.

5. **SERVICE LOCATIONS**

CONTRACTOR shall provide ICC services to children/youth living and receiving services in the community (including TFC) as well as to children/youth who are currently in the hospital, group home, or other congregate or institutional placement. When ICC service is provided in a hospital, psychiatric health facility, community treatment facility, group home or psychiatric nursing facility, it may be used solely for the purpose of coordinating placement of the

child/youth on discharge from those facilities and may be provided during the 30 calendar days immediately prior to the day of discharge, for a maximum of three nonconsecutive periods of 30 calendar days or less per continuous stay in the facility as part of discharge planning.