FIRST AMENDMENT TO AGREEMENT

Tulare County Agreement Number 25017 is amended on _____, between the **COUNTY OF TULARE,** hereinafter referred to as "COUNTY" and **TULARE COUNTY OFFICE OF EDUCATION,** hereinafter referred to as 'CONTRACTOR" with reference to the following:

A. The COUNTY and CONTRACTOR entered into Agreement No. 25017, on July 1, 2011 for the purpose of providing Therapeutic Behavioral Service specialty mental health services to the COUNTY'S Mental Health Program; and

B. The COUNTY and CONTRACTOR agree to amend Agreement No.25017 to extend the date of termination to June 30, 2013 and to update Exhibits "A," "B," and "B-1."

C. This amendment shall become effective July 1, 2012.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2012 the term of the agreement is extended to June 30, 2013.

II. Effective July 1, 2012 Exhibit "A," entitled Scope of Services is hereby substituted with the attached Exhibit "A," which Exhibit is made a part of this Agreement by reference.

III. Effective July 1, 2012 Exhibit "B," entitled Compensation is hereby substituted with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.

IV. Effective July 1, 2012 Exhibit "B-1," entitled Cost Report, Reconciliation, and Settlement is hereby substituted with the attached Exhibit "B-1," which Exhibit is made a part of this Agreement by reference.

V. Except as provided above, all other terms and conditions of Agreement No. 25017 shall remain in full force and effect.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date_____ By_____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By_____
Deputy Clerk

TULARE COUNTY OFFICE OF EDUCATION

By Marilyn Rankin Date May 1, 2012
Title Asst. Supt. Sp Services

By_____ Date_____
Title_____

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By_____ Date 06/04/12
Deputy County Counsel
(2012716)

EXHIBIT A
SCOPE OF SERVICES
FISCAL YEAR 2012-2013
TULARE COUNTY OFFICE OF EDUCATION

Therapeutic Behavioral Services (TBS)

DESCRIPTION

Therapeutic Behavioral Services (TBS) is an Early and Periodic Screening, Diagnosis and Treatment (EPSDT) supplemental specialty mental health service as defined in Title 9, CCR, Section 1810.215. TBS is an intensive one-to-one, short-term outpatient treatment intervention for beneficiaries under age 21 with serious emotional problems or mental illness who are experiencing a stressful transition or life crisis and need additional short-term specific support services. TBS must be needed to prevent placement in a group home at Rate Classification Level (RCL) 12 through 14 or a locked facility for the treatment of mental health needs or to enable a transition from any of those levels to a lower level of residential care.

TBS SCREENING REQUIREMENTS

All TBS referrals must be reviewed by COUNTY TBS Coordinator prior to services being rendered. Services provided without approval of the TBS Coordinated shall not be reimbursed.

GENERAL REQUIREMENTS

1. CONTRACTOR shall request MHP payment authorization for TBS in advance of the delivery of services. The requirement for approval in advance of the delivery of TBS applies to direct one-to-one TBS and related service activities, but does not include the initial assessment that determines whether or not TBS criteria are met or to the initial development of TBS client plan. The initial assessment may include observation of the beneficiary in the settings in which TBS is expected to be delivered to note baseline behaviors and make a preliminary assessment of likely interventions. The MHP may reimburse CONTRACT providers for the initial assessment and the initial development of the TBS client plan as a mental health service or as TBS, as determined by the MHP.

2. The MHP shall make decision on CONTRACTOR payment authorization requests for TBS in advance of service delivery for the first authorization and subsequent reauthorizations of TBS.

3. Both the initial authorization and subsequent reauthorization decisions shall be made by a Licensed Practitioner of the Healing Arts (LPHA) as required by Title 9, CCR, Section 1830.215. During the term of this Agreement, CONTRACTOR shall have available and shall provide upon request to authorized MHP representatives of the COUNTY, a list of all persons by name, title, professional degree, and experience, who are providing services under this Agreement.

4. CONTRACTOR shall train and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with CONTRACTOR'S training of all appropriate staff on applicable State manuals and/or training materials and State and County Policies and Procedures as well as any other matters that COUNTY may reasonably require.

5. The MHP shall issue a decision on a CONTRACTOR's payment authorization request for TBS, three working days from the date the additional information is received or 14 calendar days, whichever is less.

6. MHP retains the authority to set additional standards necessary to manage the delivery of TBS, including but not limited to establishing maximum hours for individual TBS service components (e.g., assessment, client plan development, and collateral services), provided the MHP standards are consistent with applicable state and federal laws and regulations an do not prevent the delivery of medically necessary TBS.

ASSESSMENT AND PLAN OF CARE

The TBS assessment should be completed within the first 30 days of service by a licensed/waivered staff person. During the first 30 days of service it is suggested that services range between 6-12 hours per week. *If more than suggested hours are required contact with the TBS Coordinator-Managed Care Department, is expected.

The TBS assessment should establish Medical Necessity for TBS by evaluating the child/youth's current behavior (presenting problem/impairment) and documenting the following:

- How the behavior causes a significant impairment in an important area of life functioning,
- A reasonable probability of significant deterioration in an important area of life functioning without TBS services, or
- A reasonable probability that the child/youth would not progress developmentally as individually appropriate without TBS services.

1. The following elements are required documentation components in order to substantiate medical necessity for mental health services. TBS assessments can be separate, or part of a more comprehensive assessment.
   - Presenting Problem: Documentation of a client's chief behavioral impairment, history of the presenting problem(s), including current level of functioning, and current family information including relevant family history.
   - Psychological Factors: Documentation of relevant conditions and psychological factors affecting the client's physical health and mental health, including living situation, educations/vocational situation, daily activities, social support, cultural and linguistic factors, and history of trauma.
   - Mental Health History: Documentation of mental health history and previous mental health treatment: providers, therapeutic modality (e.g. medications, psychosocial treatments) and response. If possible, include information from other sources of clinical data, such as previous mental health records, and relevant psychological testing or consultation reports.

- Medical History: Documentation of the complete, relevant medical history and physical health conditions reported by the child/youth or parent/caregiver. Include the name, address and current phone number of current source of medical treatment. (Note: All appropriate Releases of Information forms should be completed prior to communication with other treatment providers.)
- Prenatal: Documentation of the prenatal and perinatal events and relevant/significant developmental history. If possible, include other medical information from medical records or relevant consultation reports.
- Medication: Documentation about medications the client has received or is receiving to treat medical conditions, including duration of medical treatment. Documentation of allergies or adverse reactions to medications, etc.
- Substance Exposure/Substance Use: Documentation of past and present use of tobacco, alcohol, caffeine, CAM (complementary and alternative medications), over-the-counter, and illicit drugs.
- Strengths: Documentation of client strengths that may be utilized in strategies for achieving client treatment plan goals
- Risks: Documentation of special status situations that present a risk to client or others, including past or current trauma.
- Mental Status Examination
- Diagnosis: A complete five-axis diagnosis from the most current DSM, or a diagnosis from the most current ICD-9 code shall be documented, consistent with the presenting problems, history, mental status examination and/or other clinical data.
- Any additional relevant clarifying formulations information.

In addition, a TBS assessment must identify the following:

1. Medi-cal Eligibility
2. Member Eligibility
3. Targeted Behaviors: Identify the child or youth's specific targeted behaviors and/or symptoms that jeopardize continuation of the current residential placement or put the child at risk for psychiatric hospitalization, or the specific targeted behaviors and/or symptoms that are expected to interfere when a child or youth is transitioning to a lower level of residential placement.
4. Clinical Judgment: Provide sufficient clinical information to demonstrate that TBS is necessary to sustain the residential placement, and can be expected to provide a level of intervention necessary to stabilize the child or youth in the existing residential placement or to address behaviors and/or symptoms that jeopardize the child or youth's transition to a lower level of care.
5. Behavior Modification: Identify what observable and measurable changes in behavior and/or symptoms TBS is expected to achieve and how the child's Coordinator or Service Team will know when these services have been successful and can be reduced or terminated.
6. Adaptive Behaviors: Identify skills and positive adaptive behaviors that the child or youth is using now to manage the problem behavior and/or is using in other circumstances that could replace the specified problem behaviors and/or symptoms.

The initial TBS Plan of Care should be completed in the first 30 days of service. Subsequent Plans of Care are required at 90 days and 150 days. All Plans of Care will be submitted 5 days prior to service block ending date, to Tulare County HHSA, Managed Care Department-TBS Coordinator.

The Plan of Care can be completed by a licensed/waivered staff person or a non licensed staff person with a co-signature of the above. The TBS Plan of Care is separate from the Consumer Wellness Plan and is specific to the delivery of TBS.

1. The TBS Plan of Care provides a detailed description of the treatment including behavior modification strategies for the child/youth. The TBS Plan of Care must include:
    A. Targeted Behaviors: Clearly identified specific behaviors and/or symptoms that jeopardize the residential placement or transition to a lower of residential placement and that will be the focus of TBS.
    B. Plan Goals: Specific, observable goals tied to the targeted behaviors or symptoms identified in the TBS Assessment.
    C. Benchmarks: The objectives that are met as the child/youth progresses towards achieving client plan goals.
    D. Interventions: Proposed intervention(s) that will significantly diminish the targeted behaviors.
        1. A specific plan of intervention for each of the targeted behaviors or symptoms identified in the assessment and the client plan, which is developed with the family/caregiver, if available, and as appropriate.
        2. A specific description of the changes in the behaviors that the interventions are intended to produce, including an estimated time frame for these changes.
        3. A specific way to measure the effectiveness of the intervention at regular intervals and documentation of refining the intervention plan when the original interventions are not achieving the expected results.
    E. Transition Plan: A transition plan that describes in measurable terms how and when TBS will be decreased and ultimately discontinued, either when the identified benchmarks (which are the objectives that are met as the client progresses towards achieving plan of care goals) have been reached or when reasonable progress towards goals is not occurring and, in the clinical judgment of the Coordinator or Service Team developing the plan, are not reasonably expected to be achieved. This plan should address assisting parents/caregivers/school personnel with skills and strategies to provide continuity of care when TBS is discontinued, when appropriate in the individual case.
        1. Transitional Age Youth (TAY): As necessary, a plan for transition to adult services when the beneficiary is no longer eligible for TBS (i.e. beneficiary turns 21 years old) and will need continued services. This plan should also address assisting parents/caregivers with skills and strategies to provide continuity of care when this service is discontinued upon the beneficiary reaching 21 years of age.
        2. If the beneficiary is between 18 and 21 years of age, it is expected that case management notes, documenting the process of transitioning the beneficiary into Adult Mental Health Services, will be found in the home chart. Document any special circumstances that should be taken into account.
    F. Signature: A signature (or electronic equivalent) of, at least, one of the following:
        1. A clinician who developed the Plan of Care or is providing the service(s)

2. A clinician representing the MHP providing the service
   Note: if the above person is providing the service is not licensed or waivered, a co-signature from a physician, licensed/waivered psychologist, licensed/waivered social worker, or a licensed or registered marriage and family therapist is required.

G. Evidence of the child/youth's degree of participation and agreement with the Plan of Care as evidenced by the child/youth's or legal guardian's signature. If child/youth or legal guardian is unavailable or refuses to sign the client plan, a written explanation must be present in the progress notes why the signature could not be obtained.

H. Evidence that a copy of the Plan of Care was provided to the child/youth or parent/caregiver upon request.

2. Note: TBS Plan of Care updates should document the following:
   A. Any significant changes in the child or youth's environment sine the initial TBS Plan of Care; and
   B. If TBS interventions tried to-date ...
3. A clear and specific TBS client plan is a key component in ensuring effective delivery of TBS.

A. TBS Progress Notes:
   1. Progress notes should clearly and specifically document the following:
      a) Whether there have been significant changes in the child or youth's environment since the initial development of the TBS Plan of Care.
      b) Whether the TBS provided to the child or youth has not been effective and the child or youth is not making progress as expected towards identified goals. In this situation, there must be documented evidence in the chart and any additional information from the provider indicating that they have considered alternatives, and only requested additional hours/days for TBS based on the documented expectation that the additional time will be effective.
      c) Whether progress is being made in stabilizing the behaviors and/or symptoms by changing or eliminating maladaptive behaviors and increasing adaptive behaviors.
   2. Documentation is required each day that TBS is delivered.
   3. Progress notes must include a comprehensive summary covering the time that services were provided, but need not document every minute of service time. The service may be noted by contact or shift.
   4. Progress Notes must be co-signed by a licensed mental health professional (LMHP) if the TBS coach providing the service is not an LMHP.

CULTURAL COMPETENCY

CONTRACTOR shall use professional skills, behaviors, attitudes, and policies in the delivery of services that work effectively in cross-cultural situations.

PROVIDER GRIEVANCE PROCEDURE

CONRACTOR may appeal a denied, terminated or modified request for services from COUNTY. The written appeal shall be submitted to COUNTY within 30 (thirty) calendar days of the postmark of the notification of the denial, termination or modification. Send appeal to:

Tulare County Health & Human Services Agency
Managed Care Division
5957 S Mooney Blvd
Visalia, CA 93277
ATTN: Grievances'/Appeals

EXHIBIT B
COMPENSATION
FISCAL YEAR 2012-2013
TULARE COUNTY OFFICE OF EDUATION
SPECIALTY MENTAL HEALTH RATES

COMPENSATION

A. The minute rate for the term of this Agreement, unless otherwise amended and agreed to by both parties in writing are:

1. COUNTY agrees to pay CONTRACTOR for the following services and specified rates for the following services:

- Therapeutic Behavioral Services: $2.50 per minute

B. This minute rate times the units of service utilized by clients in the program will determine the reimbursement to CONTRACTOR to the maximum compensation of **FOUR HUNDRED AND FIFTY THOUSAND DOLLARS ($450,000).** Said rate may be changed by amendment to this Agreement.

C. The County MHP will reimburse CONTRACTOR for covered services rendered to beneficiaries only when the beneficiary is eligible for Medi-Cal Program benefits at the time the covered service is rendered by the CONTRACTOR and when prior authorization was received by the CONTRACTOR from COUNTY MHP. CONTRACTOR shall be responsible for determining ongoing client Medi-Cal eligibility for each month of service following the initial month in which services were authorized. If eligibility is determined using Automated Eligibility Verification System (AEVS) and Eligibility Verification Control (EVC) number shall be provided to the COUNTY MHP to document verification of eligibility.

D. In the event the CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected. COUNTY will not fund services that have not been approved in advance by the Director of Mental Health

FEES

CONTRACTOR, with input from various sources, include the State and County, will determine the cost of services and will use this information to formulate the minute rate cost. COUNTY and CONTRACTOR mutually agree to follow all established regulations regarding this funding.

INVOICING

CONTRACTOR understands that COUNTY will only pay for services actually rendered on a monthly basis. CONTRACTOR understands that COUNTY cannot make payment until all

services are actually rendered and an invoice is submitted at the end of each monthly billing cycle. At the close of a monthly billing cycle, an invoice shall be submitted with within ten (10) days. Invoice shall contain the name of the individual beneficiary, type of service and supporting documentation for all mental health services provided along with the person(s) providing services, time and date of service, COUNTY MHP billing code, and duration of service and Client Summary Log's. CONTRACTOR's program operates 365 days per year. COUNTY MHP shall have the right to deny payment if the invoice is not submitted along with supporting documentation, as required by COUNTY MHP, then, payment shall be withheld until COUNTY MHP is in receipt of a complete and correct invoice and such invoice has been reviewed and approved by COUNTY MHP. All monthly invoices shall be subject to adjustments based upon the COUNTY MHP data systems reports. An Explanation of Benefits (EOB) data; and/or CONTRACTORS Annual Cost Report, which shall supersede and take precedence over all invoices.

CONTRACTOR shall submit invoices monthly to:

Tulare County Health & Human Services Agency
Attention: Children's Managed Care Division
5957 S. Mooney Blvd.
Visalia, CA 93277

Invoices shall be in the format approved by Tulare County Health & Human Services Agency, Director of Mental Health. All payments made under this agreement shall be made within thirty (30) days of submission of all required documentation in accordance with the COUNTY's payment cycle. Neither COUNTY nor the patient shall be responsible for billings which represent services rendered, if billings are presented more than sixty (60) days after the patient discharge date.

FINANCIAL PROVISIONS-CONDITIONS FOR PAYMENT

County will reimburse CONTRACTOR for covered services rendered to beneficiaries Staff travel and documentation time is Medi-Cal Billable. On-Call time for the staff person providing Therapeutic Behavioral Services is not Medi-Cal billable. TBS are billed as Mental Health Services. No additional hours are to be billed for travel, documentation, collateral or additional services. This time shall be included in the total weekly hours prior authorized for TBS.

All TBS documentation is subject to Utilization Review. COUNTY will perform Utilization Review quarterly on a percentage of open cases. Documentation must meet medi-cal necessity or it may be subject to disallowance. CONTRACTOR is responsible for collaboration with the primary treating clinician to ensure that Consumer Plans are valid and authorized.

If during Utilization Review a disallowance is recorded the CONTRACTOR is responsible for repayment to COUNTY for services.

EXHIBIT B-1
COST REPORT, RECONCILIATION, AND SETTLEMENT
FISCAL YEAR 2012-2013
TULARE COUNTY OFFICE OF EDUCATION

A. ANNUAL COST REPORT

CONTRACTOR shall submit an annual Mental Health Cost Report on or before the last day of the fourth month following the close of each COUNTY fiscal year, or on or before the last day of the fourth month following the termination of this Agreement. Extensions of time to file the cost report at any later date must be approved in writing by the Assistant Agency Director- Mental Health Services, the Deputy Director-Clinical Services, or the Assistant Director of Administration. Such cost report shall be prepared in accordance with the requirements set forth in the California Department of Mental Health's Cost Reporting/Date Collection Manual and must be submitted on appropriate California Department of Mental Health fiscal year forms.

B. RECONCILIATION/INTERIM RATE ADJUSTEMENT

COUNTY will reconcile the Annual Cost Report and settlement will be based on the lower of cost or Standard Maximum Allowance (SMA) rate, and shall be considered payment in full. SMA rates are updated annually in November. Within ninety (90) days thereafter, COUNTY will make payment, or receive reimbursement from CONTRACTOR, as appropriate. If the Annual Cost Report is submitted late, the CONTRACTOR understands and agrees that COUNTY may not make further payments to CONTRACTOR until Annual Cost Report is submitted.

C. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS

CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the state are included within the phrase "repayment or reimbursement".

It is understood that if the State Department of Health Services disallows D/MC claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance within 60 days of the State disallowing claims.

D. EXCEPTIONS RE: REPAYMENT OR REIMBURSEMENT

The reimbursement provisions set forth above will not be applicable if any action or direction by COUNTY with regard to the program is the principal reason for repayment or reimbursement being required. The reimbursement provisions shall also not be applicable if COUNTY fails to give timely notice of any appeal, which results in the termination or barring of any appeal and thereby causes prejudice to CONTRACTOR. COUNTY shall have no obligation to appeal or financially undertake the cost of any appeal, but it shall be able to participate in every stage of any appeal if it desires to do so. Any action or failure to act by CONTRACTOR or its officers, employees and subcontractors, past or present, including a failure to make a diligent effort to resolve an audit exception with the state, which has resulted in a required repayment or reimbursement to the state or to others shall be paid by CONTRACTOR in accordance with this Exhibit.