

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

**BETWEEN \_\_\_\_\_ (COUNTY OF JURISDICTION) AND  
County of Contra Costa on behalf of the Behavioral Health Services Division  
(COUNTY OF RESIDENCE)**

Whereas, \_\_\_\_\_, acting through its \_\_\_\_\_ and its Mental Health Plan hereafter referred to as "COUNTY OF JURISDICTION (COJ) " and **County of Contra Costa** hereafter referred to as "COUNTY OF RESIDENCE (COR)," 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:	
Treatment / Services Authorized:	<ol style="list-style-type: none"> <li>1) Assessment</li> <li>2) Plan Development</li> <li>3) Therapy (Individual, Group, and Family)</li> <li>4) Rehabilitation Services, including Intensive Home-Based Services (IHBS) and Therapeutic Behavioral Services (TBS)</li> <li>5) Wraparound Services</li> <li>6) Targeted Case Management, including Intensive Care Coordination</li> <li>7) Medication Support Services</li> <li>8) Day Treatment Intensive</li> <li>9) Day Rehabilitation</li> <li>10)Crisis Intervention</li> <li>11)Crisis Stabilization</li> </ol>

<p>Compensation Rate (s) Agreed:</p>	<p>Payments to the COR for the Federal Financial Participation (FFP) SMHS will be based on the COR's approved Department of Healthcare Services (DHCS) 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: <a href="https://www.dhcs.ca.gov/services/MH/Pages/medical-behavioral-health-fee-schedules-FY2425.aspx">Medi-Cal Behavioral Health Fee Schedules FY24-25</a> (<a href="https://www.dhcs.ca.gov/services/MH/Pages/medical-behavioral-health-fee-schedules-FY2425.aspx">https://www.dhcs.ca.gov/services/MH/Pages/medical-behavioral-health-fee-schedules-FY2425.aspx</a>).</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 Contra Costa County are located here: <span style="background-color: yellow;">[insert links to rates]</span></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.
    - v. Facilitate the transfer of the member to the COJ for any continued services after the completion of approved treatment plan.



COR and COJ acknowledge that each 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 California privacy laws, including, but not limited to, California Welfare and Institutions Code sections 5328 through 5329, and California Civil Code sections 56 et seq. To the extent the information obtained or shared pursuant to this Agreement constitutes substance use disorder (SUD) information, the parties agree that they will protect it in accordance with 42 C.F.R. Part 2.

6. NOTICES. Notice shall be deemed to have been served five (5) calendar days after 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 of the COR and COJ or their designees. The dispute shall be resolved by mutual agreement between the Directors of Behavioral Health of the 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. INDEMNIFICATION. Both COR and COJ will defend, indemnify, save, and hold harmless each party and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines,

penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of the other party, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by either party, the indemnifying party will defend any such suits at its sole cost and expense. If the indemnified party elects to provide its own defense, the other party will reimburse the indemnified party for any expenditures, including reasonable attorney's fees and costs.

Each party's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the other party or any other person; provided, however, that COR and COJ are not required to indemnify each other for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the other party. This provision will survive the expiration or termination of this Agreement.

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 \$TBD ("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:
  
- e. If COJ and COR are both members of the CalMHSA Presumptive Transfer (PT) Portal, reimbursement of the local match for Medi-Cal Specialty Mental Health Services can be reconciled via CalMHSA PT Portal, provided that the Portal's expansion to include services provided to clients placed out-of-county into congregate care (Group Homes, Short Terms Residential Therapeutic Programs, or Community Treatment Facilities) is operational.

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