

LETTER OF AGREEMENT

This is a Letter of Agreement (LOA) between Monterey County Health Department - Behavioral Health Bureau and _____, hereinafter together referred to collectively as County Mental Health Plans (MHPs).

The purpose of this LOA is to establish an agreement for timely reimbursement between the MHPs and to ensure that Specialty Mental Health Services (SMHS) are provided and funded when the youth is placed by County of Jurisdiction–Mental Health Plan (COJ-MHP) into County of Residence–Mental Health Plan (COR-MHP). This LOA meets the expectations of Assembly Bill (AB) 1051 and Welfare and Institutions Code (WIC) Section 14717.25(c)(2). This LOA only applies when (i) the placement is contracted with the COR-MHP for SMHS; and (ii) youth is placed in one of the following: Community Treatment Facility (CTF), group home (GH), Children’s Crisis Residential Program (CCRP), or Short-Term Residential Treatment Program (STRTP).

This LOA also establishes the coordination of care and reimbursement process for COJ-MHP to pay the COR-MHP when the member is placed into a CTF, GH, CCRP, and/or STRTP that does not provide some or all SMHS services needed by the COJ-MHP member.

The COJ-MHP is responsible for the funding and provision of SMHS for qualifying members. When the presumptive transfer of Medi-Cal does not apply to a youth placed into a CTF, GH, CCRP, or STRTP, the COJ-MHP maintains this responsibility. However, when COJ-MHP is not able to meet this responsibility through either an existing contract or establishing a new contract with the CTF, GH, CCRP or STRTP then the COR-MHP shall meet this responsibility pursuant to the terms this LOA. Specifically, the CTF, GH, CCRP or STRTP shall contract with the COR-MHP for the provision of the required SMHS. Upon execution of the contract, the COR-MHP shall process the SMHS Medi-Cal billings, pay the provider, and then invoice COJ-MHP for the costs of local match as indicated within the 835 file as Intergovernmental Transfer (IGT).

This LOA only pertains to children and youth who are in foster care. Children and youth who receive assistance under the Kinship Guardianship Assistance Payment Program (Kin-GAP) or who receive assistance under the Adoption Assistance Program (AAP) are not covered by this LOA.

I. Services

SMHS to be provided by the COR-MHP on behalf of the COJ-MHP may include the following:

- Assessment
- 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
- Medication Support Services
- Day Treatment Intensive
- Day Rehabilitation
- Crisis Intervention
- Crisis Stabilization

The provider and COR-MHP shall participate in the arrangement of SMHS for each member for whom SMHS are funded through this LOA. COJ-MHP acknowledges that this arrangement may require modifications to an individual member's service plan. However, both counties will designate a clinical staff intended to serve as that County's liaison to facilitate clinical discussions about youth served, in addition to the responsibilities outlined below.

II. County of Original Jurisdiction Responsibilities

- A. Reimburse the COR-MHP for non-SGF local match (i.e., IGT) as indicated on 835 file, for approved services only, which represents costs incurred for the provision of SMHS related services to the Medi-Cal eligible foster child or youth under 21 years of age.
- B. Appoint a liaison to receive information related to the foster child or youth receiving SMHS at the COR-MHP's GH, CTF, CCRP or STRTP.
- C. COJ-MHP liaison may coordinate with COR-MHP liaison if there are difficulties experienced with arranging care with GH, CTF, CCRP or STRTP.

III. County of Residence Responsibilities

- A. Appoint a liaison to assist, as needed, in communications with COJ-MHP and need for information related to SMHS services provided by the COR-MHP. If provider believes, it is medically necessary for client to obtain services beyond those described or beyond the dates of service authorized in this Agreement, Provider must obtain an additional authorization from COJ-MHP to be eligible to receive reimbursement. It is encouraged that provider submit requests 30 days prior to end of authorization to avoid disruption in client treatment. Provider will not receive payment for additional services outside of this authorization until authorization renewal is approved.
- B. COR-MHP shall coordinate SMHS with contracted GH, CTF, CCRP or STRTP per standards of the COR-MHP.
- C. COR-MHP shall coordinate with COJ-MHP whenever SMHS are required that are not provided by the primary placement.
- D. If the COJ-MHP has difficulties obtaining any clinical information from the placement, the COR-MHP shall coordinate with contracted SMHS provider to provide clinical documentation from the client's clinical record, for purposes of the Katie A lawsuit, as requested.
- E. Invoices for payment shall be completed and forwarded to COJ-MHP a minimum of every three months and a maximum of every six months following services rendered for all Medi-Cal eligible services provided by the COR-MHP for SMHS reimbursement. The only eligible expense for reimbursement is the non-SGF share of local match (IGT), as indicated on the 835 file for approved services only, incurred by the county of residence. No other administrative or miscellaneous expenses shall be reimbursed by the county of jurisdiction, and those expenses will be the responsibility of the county of residence.

IV. Joint Responsibilities

MHPs will adhere to all provisions of law that address placement, notifications, payment provisions and data reporting requirements.

V. Payment

After programmatic review and approval of a COR-MHP invoice, COJ-MHP shall reimburse COR-MHP, subject to the limitations and conditions specified in this LOA.

COJ-MHP will reimburse COR-MHP for costs of local match as indicated in the 835 file as Intergovernmental Transfer (IGT). The current rates for each county may be located here: [Medi-Cal Behavioral Health Fee Schedules FY 24-25](#).

Invoices for payment shall be completed and forwarded to COJ-MHP a minimum of every three months and a maximum of every six months following services rendered for all Medi-Cal eligible services provided by the COR-MHP for SMHS reimbursement.

Within 30 days, following receipt of a complete and correct invoice, COJ-MHP shall make payments to the COR-MHP. COR-MHP shall accept all payments from COJ-MHP via electronic funds transfer (EFT) directly deposited into in COR-MHP designated checking or other bank account.

COR-MHP shall report to COJ-MHP within sixty (60) calendar days after which it has identified any overpayments.

VI. Confidentiality and HIPAA

Both MHPs must comply with all regulations for any release of information. The MHPs agree that they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each MHP may perform its duties under law toward members and functions under this LOA. The MHPs 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.

Both MHPs acknowledge that each is a "Covered Entity" or "Hybrid 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 the Health Insurance Portability Act of 1996 (the "Privacy Rule") with duties under those regulations and the authorizing statute.

VII. Insurance

As public agencies, both MHPs 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 and obligations of this LOA.

VIII. Conflict Resolution

Any disputes between the MHPs will be brought to the attention of the Director of the COJ-MHP or designee, and the Director of the COR-MHP or designee. It shall be resolved by the mutual agreement, and the decision will be final. If a mutual resolution cannot be achieved, either MHP may decide to terminate this LOA upon providing a thirty (30) calendar days' advance written notice. Any written notice of termination shall state the future date that the termination shall become effective.

IX. Term

This LOA is effective as of July 1, 2025 and expires June 30, 2028, unless terminated, as outlined in Section X (Termination) below.

X. Termination

Both MHPs reserves the right to terminate this LOA, with or without cause, upon providing at least thirty (30) calendar days' advance written notice of termination to the other MHP. Any written notice of termination shall state the future date on which the termination shall become effective. Individual placements made under this agreement may end based upon each child's placement plan or circumstances which cause the treatment to no longer be rendered. Provider shall notify COJ-MHP, prior to the discharge of client and shall allow designated COJ-MHP staff to attend any discharge or treatment meetings regarding the client served under this Agreement. It is encouraged that Provider will collaborate with COJ-MHP to ensure safe discharge.

XI. Amendments

This LOA may be amended upon mutual agreement of the MHPs. Such modification shall be in writing and effective upon the execution of a written amendment to this LOA by both MHPs. Any changes will be in writing and delivered via electronic mail address to the MHPs identified below.

County of Monterey Monterey County Health Department - Behavioral Health Bureau	County of _____
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XII. Utilization Review

Provider agrees to cooperate with COJ-MHP medical director, utilization review staff and other representatives of COJ-MHP by timely and comprehensively responding to COJ-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 progress notes should have the name of the client, their medical record number, date, CPT code, duration of session, location of service, and LPHA signature/title/date signed. All other documentation should meet documentation standards including the date, expiration date (when applicable), and other standards such as a wet signature or electronic signature of staff/client. Payment can be denied if medical necessity is not established, or validation of service delivery is not present in documentation. Provider is responsible for ongoing oversight and monitoring of the STRTP including ensuring STRTP staff are properly credentialed per BHIN 18-019.

XIII. 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 MHPs electronically transmitted PDF or other form of transmission, which signature shall be binding on the party whose name is contained therein. Each MHP providing an electronic signature agrees to promptly execute and deliver to the other party an original signed LOA upon request.

IN WITNESS WHEREOF, the County MHPs agree to the terms and conditions above and certify that the individuals signing below have the authority to execute the LOA.

Monterey County Health Department -
Behavioral Health Bureau

County of _____

{Insert Signatory Name}

{Insert Signatory Title}

Date

{Insert Signatory Name}

{Insert Signatory Title}

Date

County Counsel
Approved As to Form:

By: _____
{Insert Signatory Name}
Deputy County Counsel
Date: _____

Attachments

AB1051 Invoice Spreadsheet
Exhibit G - Cost Reimbursement Invoice Form

ClaimID	PayerClaimControlNumber	BatchName	WarrantNumber	ClaimStatus	CIN	ClientLastName	ClientFirstName	SvcProv	Taxonomy Type	BillingProviderName	ProcedureCode	ProcedureDesc	UOS	ServiceDate	ApprovedAmt	FFP	SGF	DeferredAmt	EPSDT
Cx48345679x56	4123453042	10302024-DMH-25-789-10152024-006	EG77563913	1	99999999F	DOE	JANE/JOHN	1851345687		1570 STRTP OUTPATIENT		MED PLAN DEVELOPMNT AND REC REV TELEPSY	1.000	20240613	\$393.58	#####	####	\$196.79	Y
Cx41234818x128	451234571	10302024-DMH-16-456-10152024-006	ER23963913	1	99999999F	DOE	JANE/JOHN	1619121576		18RF SAMPLE STRTP		PSYCHTHER FOR CRISIS	1.000	20240603	\$355.09	#####	####	\$177.55	Y
Cx41312820x130	452123453	10302024-DMH-45-234-10152024-006	EF79663913	1	99999999F	DOE	JANE/JOHN	1731213149		15LF SAMPLE STRTP		INDV THERAPY 16-37 M WVD	1.000	20240605	\$204.86	#####	####	\$102.43	Y
Cx41011121x125	412345974	10302024-DMH-57-567-10152024-006	EK85663913	1	99999999F	DOE	JANE/JOHN	1751415164		12PF STRTP HOMES		INTENSIVE CARE COORDINATION	2.000	20240605	\$154.12	\$77.06	####	\$77.06	Y

AB1051 Invoice Spreadsheet

EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Contractor :		Invoice Number :	
Address Line 1		County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		Final Invoice :	(Check if Yes) ☐
BH Division :			BH Control Number

Service Description	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2024-25	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
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I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature:

Title:

Date:

Telephone:

Send to: MCHDBHFinance@countyofmonterey.gov

Behavioral Health Claims Section

Behavioral Health Authorization for Payment

Authorized Signatory

Date