



Behavioral Health and Recovery Services

Jenine Miller, Psy.D., Director of Behavioral Health
Providing Mental Health and Substance Use Disorders Treatment Services



San Joaquin County Behavioral Health Services
1212 N. California Street
Stockton, CA 95202
209-468-2399

Re: Letter of Agreement (LOA) for SMHS for out-of-county youth placed at STRTP

This letter serves as an Agreement between County of Mendocino Behavioral Health and Recovery Services ("BHRS") and San Joaquin County ("Provider"), to provide Specialty Mental Health Services (SMHS) to Mendocino County foster youth placed in Short Term Residential Therapeutic Programs (STRTP) in San Joaquin County. Services under this Agreement may be provided by the "Provider" and/or a contracted provider who contracts directly with the "Provider."

Terms of Agreement

This Agreement authorizes medically necessary Specialty Mental Health Services (SMHS). The term of the Agreement shall be from 07/15/2025 to 06/30/2026. The contract maximum amount for this Agreement shall not exceed \$25,000 under the rate terms for the authorized period. Recommendations for continued treatment and/or higher level of care treatment will be sent by the Provider to BHRS for renewal and/or authorization. BHRS shall not be responsible for payment of fees for any services provided beyond the term of this Agreement unless BHRS first approves an extension of treatment. Similarly, BHRS shall not be responsible for payment of fees for treatment at a higher level of care, unless the Provider obtains prior authorization from BHRS for the treatment.

Rate Terms

Services are to be provided by San Joaquin County's contracted provider/s:

- San Joaquin County Tax ID: 94-6000531
- Rate: BHRS will pay San Joaquin County the Federal Financial Participation (FFP) match (County portion) according to provider rates established by the DHCS.
- Location: 1212 N. California Street, Stockton, CA 95202

Reimbursement Process

Provider shall process the SMHS Medi-Cal billings, pay the contracted provider, as applicable, and then invoice (Attachment 1) BHRS for the costs of local match (i.e., remaining costs not covered through Federal Financial Participation and/or State General Fund, where applicable). BHRS will reimburse Provider based upon submitted invoices that shall reflect the costs of local match incurred by Provider through their payment for services to a contracted provider within San Joaquin County.

All invoices and supporting documents submitted in the format directed by BHRS shall clearly report all required information specified regarding the services for which claims are made. To ensure timely payment for services, services should be billed to BHRS within thirty (30) days of receipt of the corresponding 835 form from the California Department of Health Care Services (DHCS). Invoices for payment shall be submitted via encrypted email to: QAQI@mendocinocounty.gov.

Provider agrees in no event, to bill, charge, collect a deposit, no-show fee, or reimbursement from the client or have any recourse against a client, or person acting on client's behalf, for services provided pursuant to this Agreement. Provider will not receive payment for client no show or denied claims. Invoices will be reviewed and paid in accordance with industry standard billing and payment rules, including, but not limited to, federal and state billing and payment rules.

Services

SMHS provided to children or youth in foster care that are covered under this LOA include the following:

- Assessment
- Psychiatric Evaluations
- 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
- Psychiatrist Services and related Medication Support Services
- Day Treatment Intensive
- Day Rehabilitation
- Crisis Intervention
- Crisis Stabilization Unit

Coordination of Care

Provider will work with BHRS for coordination and continuity of care. If the Provider feels that the client requires treatment in addition to authorized treatment described in this Agreement, the Provider will notify BHRS of recommended treatment and additional service recommendations. BHRS will review the request and decide whether to authorize the recommended treatment and/or services.

Authorization Renewal

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 BHRS to be eligible to receive reimbursement. Provider is encouraged to submit requests thirty (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.

Utilization Review

Provider agrees to cooperate with BHRS staff by timely and comprehensively responding to BHRS 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 documentation should have the name of the client, duration of session, CPT code, and location of service, along with any other documentation standard such as a wet signature or electronic signature of 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 Mental Health and Substance Use Disorders Services (MHSUDS) Information Notice 18-019.

Credentialing and Re-Credentialing

Provider must ensure that each of its network providers is qualified in accordance with current legal, professional, and technical standards, and is appropriately licensed, registered, waived, and/or certified. Network providers must be in good standing with the Medicaid/Medi-Cal programs. Any provider excluded from participation in federal health care programs, including Medicare or Medicaid/Medi-Cal, may not provide services under this Agreement.

The uniform credentialing and re-credentialing requirements in the MHSUDS Information Notice 18-019 apply to all licensed, waived, or registered mental health providers and licensed substance use disorder services providers contracting with BHRS to deliver Medi-Cal covered services.

[https://www.dhcs.ca.gov/services/MH/Documents/Information%20Notices/IN%2018-019%20PROVIDER%20CREDENTIALING%20AND%20RE-CREDENTIALING/MHSUDS Information%20Notice 18-019 Final%20Rule Credentialing.pdf](https://www.dhcs.ca.gov/services/MH/Documents/Information%20Notices/IN%2018-019%20PROVIDER%20CREDENTIALING%20AND%20RE-CREDENTIALING/MHSUDS%20Information%20Notice%2018-019%20Final%20Rule%20Credentialing.pdf)

Medi-Cal Certification

1. Execution of Agreement is contingent upon San Joaquin County ("Provider") maintaining Medi-Cal Certification with the contracted provider who contracts directly with Provider.
2. Provider shall ensure their Medi-Cal certified contracted provider is in compliance with all federal and state laws and regulations pertaining to Short Doyle Medi-Cal during the term of this Agreement. For example, the storage and dispensing of medications on site shall be in compliance with all applicable state and federal standards.
3. Provider shall notify BHRS QA/QI Unit in writing of anticipated changes at least sixty (60) days prior to any changes related to the contracted provider's Medi-Cal Certification. Such changes include, without limitation, a change to the contracted provider's Medi-Cal certification, including termination, and termination of the Provider's contract with contracted provider.
4. Provider is to notify BHRS of any notifications or changes received from DHCS related to the contracted providers' Medi-Cal certification.

5. Provider agrees to cooperate with BHRS QA/QI staff and other representatives of BHRS to permit access to contracted provider locations for any onsite visits to ensure compliance with applicable state and federal laws, rules, and regulations and Medi-Cal certification standards.

Termination of Treatment

Provider shall notify BHRS prior to the discharge of client and shall allow designated BHRS staff to attend any discharge or treatment meetings regarding the client served under this Agreement. Provider is encouraged to collaborate with BHRS to ensure safe discharge.

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party as long as the parties jointly develop and agree to a transition plan for the youth. BHRS may suspend or terminate this Agreement for cause upon written notice to Provider immediately, or upon such notice, as BHRS deems reasonable. If the default is cured by Provider to the satisfaction of BHRS, or BHRS determines that the default should be excused, BHRS may reinstate the Agreement, or revoke the termination upon application by Provider.

Confidentiality

Any information disclosed by either Party in fulfillment of its obligations under this Agreement, including, but not limited to, health care information, compensation rates, and the terms of the Agreement, shall be kept confidential.

Mutual Indemnification

To the fullest extent permitted by law, Provider shall defend, indemnify, and hold harmless BHRS and its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by Provider or Provider's officers, employees, agents, representatives, or subcontractors (including contracted providers), including, without limitation, those resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

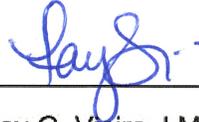
To the fullest extent permitted by law, BHRS shall defend, indemnify, and hold harmless the Provider and its officers, employees, agents, representatives, or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the gross negligence or willful misconduct of BHRS and its officers or employee.

COUNTY OF MENDOCINO



Jenine Miller, Psy.D.,
Director of Health Services

COUNTY OF SAN JOAQUIN



Fay G. Vieira, LMFT
Interim Behavioral Health Services Director

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By:
Jenine Miller, Psy.D.,
Director of Health Services

Date: 12/1/25

Budgeted: No
Budget Unit: 4050
Line Item: 86-3280
Org/Object Code: MH
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By:
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 12/16/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By:
Deputy 12/16/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By:
Deputy 12/16/2025

INSURANCE REVIEW:

By:
Risk Management

Date: 11/19/2025

CONTRACTOR/COUNTY OF SAN JOAQUIN:

By:
Fay G. Vieira, LMFT,
Interim Behavioral Health Services Director

Date: 12/1/25

NAME AND ADDRESS OF CONTRACTOR:

County of San Joaquin
1414 North California Street
Stockton, CA 95202

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY OF MENDOCINO
COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:
By:
COUNTY COUNSEL

Date: 11/19/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By:
Deputy CEO or Designee

Date: 11/19/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed 'N/A'
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located outside of Mendocino County



Mendocino County BHRS Services Contract Claim Form

| | | | |
|---------------------------|---|--------------------|--|
| Submit Invoice to: | Mendocino County – BHRS Attn: Jenine Miller 1120 S. Dora Street Ukiah California | Contractor: | Name Attn: Contact Address City, State, Zip |
|---------------------------|---|--------------------|--|

| Type of Service | Date of Service | Rate | Total |
|-----------------|-----------------|------|-------|
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Contractor's Signature: _____ Date: _____

Approved By: _____ Date: _____

| ACCOUNTS PAYABLE USE ONLY | |
|---------------------------|--|
| Date Paid | |
| Contract Number | |
| Batch Number | |
| Control Number | |
| Account String | |
| Description | |

