

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO
HEALTH AND HUMAN SERVICES AGENCY:

By: [Signature]
Jenine Miller, HHSA Assistant Director/ Behavioral
Health Director

Date: 9/13/16

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-2185

Org/Object Code: MHAS75

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: OCT 18 2016

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature] Date: OCT 18 2016
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: [Signature] Date: OCT 18 2016
Deputy

INSURANCE REVIEW:

By: [Signature]
ALAN D. FLORA, Risk Manager

Date: 9-23-16

CONTRACTOR/ COMPANY NAME

See attached page for signature

Printed Name: Olga Segal, M.D.

Title: Medical Director

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Segal Telepsychiatry Network
655 Redwood Highway, Suite 240
Mill Valley, CA 94941

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 COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, County Counsel

By: [Signature]
Deputy

Date: 9/13/16

FISCAL REVIEW:

By: [Signature]
Deputy CEO/Fiscal

Date: 9-23-16

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: [Signature]
CARMEL J. ANGELO, Chief Executive Officer

Date: 9-23-16

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB17-02

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO
DEPARTMENT FISCAL REVIEW:
Health and Human Services Agency

By: _____
Jenine Miller, HHSA Assistant Director/
Behavioral Health Director

Date: _____

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

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Grant: ☐ Yes ☒ No

Grant No.: _____

PURCHASING AGENT:

By: _____
Carmel J. Angelo, Chief Executive Officer

Date: _____

INSURANCE REVIEW:

RISK MANAGER

By: _____
Alan Flora, Assistant Chief Executive Officer

Date: _____

EXECUTIVE OFFICE REVIEW:
APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Date: _____

CONTRACTOR/COMPANY

By: Olga Segal, M.D.
Signature

Printed Name: Olga Segal, M.D.

Title: Medical Director

Date: 10.16.2016

NAME AND ADDRESS OF CONTRACTOR:

Segal Telepsychiatry Network

655 Redwood Highway, Suite 240

Mill Valley, CA 94941

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COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM

By: _____
Katharine L. Elliott, County Counsel

Date: _____

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ EB 17-02 (original contract)

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Date: _____

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RISK MANAGER

By: _____
Alan Flora, Assistant Chief Executive Officer

Date: _____

EXECUTIVE/OFFICE REVIEW:
APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Date: _____

CONTRACTOR/COMPANY

By: _____
Signature

Printed Name: Olga Segal, M.D.

Title: Medical Director

Date: 09.07.2016

NAME AND ADDRESS OF CONTRACTOR:

Segal Telepsychiatry Network

655 Redwood Highway, Suite 240

Mill Valley, CA 94941

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COUNTY COUNSEL REVIEW:

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Katharine L. Elliott, County Counsel

Date: _____

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By: _____
Deputy CEO/Fiscal

Date: _____

Signatory Authority: \$0-25,000 Department; **\$25,001- 50,000 Purchasing Agent**; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB 17-02 (original contract)

EXHIBIT A
DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

- 1) CONTRACTOR shall provide Telepsychiatry services for the Mendocino County Behavioral Health and Recovery Services (BHRS) up to twenty four (24) hours per week starting July 18, 2016.
- 2) CONTRACTOR shall provide services to Medi-Cal and COUNTY-referred Specialty Mental Health (SMH) indigent clients through this contract agreement. ~~Services provided to private insurance and Medi-Care only clients will not be covered through this contract agreement.~~ **(Services provided to private insurance only, private insurance and Medi-Care, and/or Medi-Care only clients will not be covered through this contract agreement.)**
- 3) CONTRACTOR shall provide medication prescriptions and refills as clinically appropriate for all clients under CONTRACTOR'S care under the terms outlined in this contract.
- 4) CONTRACTOR shall bill Medi-Care first for Medi-Cal/Medi-Care clients. **Once Explanation of Benefit (EOB) is received for previous services, the EOB amount is to be deducted from the current month's invoice. The EOB must be attached to the Psychiatric Service Claim Form.** ~~and the remainder will be forwarded via invoice to Mendocino County BHRS.~~
- 5) Medication evaluation and medication follow up services may involve the use of Telepsychiatry equipment. CONTRACTOR to provide any unique or specialty required tools, equipment or other items associated with his/her profession including Telepsychiatry equipment.
- 6) **CONTRACTOR shall chart to Medi-Cal standards as outlined in CCR, title 9, chapter 11 and the MHP-DHCS Contract, Exhibit A, Attachment I.**
 - a. **The CONTRACTOR shall ensure that progress notes describe how services provided reduced impairment, restored functioning, or prevented significant deterioration in an important area of life functioning outlined in the client plan. Items that shall be contained in the client record related to the beneficiary's progress in treatment include:**
 - i. **CPT Service Code;**
 - ii. **Timely documentation of relevant aspects of beneficiary care, including documentation of medical necessity and diagnostic impressions, including ICD-10 diagnostic codes;**
 - iii. **Documentation of beneficiary encounters, including identified health risks, relevant clinical decisions, when decisions are made, labs ordered, alternative approaches for future interventions;**

EXHIBIT A-PAGE 3

- 7) CONTRACTOR will not utilize COUNTY furnished facilities, equipment or supplies for use in their private practice.
- 8) CONTRACTOR will not have access to COUNTY email or internet services.
- 9) CONTRACTOR will not be provided a private office for his exclusive use.
- 10) CONTRACTOR to provide any unique or specialty required tools, equipment or other items associated with his/her profession.
- 11) COUNTY will assume responsibility for "no show" appointments, but COUNTY retains the option to fill "no show" time for crisis or urgent appointments as determined by BHRS Director or the designee.
- 12) In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of 30 days from the date of first notice, COUNTY may additionally impose a penalty of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the 30-day time period that CONTRACTOR's non-compliance continues. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a 30-day written notice.
- 13) CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPAA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
- 14) CONTRACTOR shall notify COUNTY of all communications with media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with media.
- 15) This agreement may be terminated by either party without cause upon 45 days written notice to the other party.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

1. COUNTY will pay CONTRACTOR for the services provided at the rate of \$180 per hour as listed in Exhibit A.
2. CONTRACTOR will bill COUNTY on a bi-monthly basis on an approved invoice (~~Attachment 1~~). **Psychiatric Service Claim Form. Billing for services must be received by the 10th of the month for previous month billing. Billing for services received after 10th of the month will not be honored.**
3. **CONTRACTOR will approve COUNTY'S Daily Record and attach it to the Psychiatric Service Claim Form.**
4. **CONTRACTOR will submit Client Progress Notes to the COUNTY along with the Service Claim Form and Daily Record on a bi-monthly basis.**
- ~~5. Billing for services must be completed on a bi-monthly basis and must occur by the 10th of the month for previous month billing. Billing for services received after 10th of the month will not be honored.~~
6. **Itemized invoices The Personal Services Contract Claim Form and the Daily Record will be sent to:**

Mendocino County
Behavioral Health and Recovery Services
1120 S. Dora Street
Ukiah, CA 95482
Attn: Jenine Miller

Payments under this agreement shall not exceed \$50,000 **(\$210,000)** for the term of this agreement.

[END OF PAYMENT TERM]



Mendocino County Health and Human Services Agency

Mental Health

Psychiatric Service Claim Form

Submit Invoice to:	Mendocino County Mental Health Branch	Contractor:	Segal Telepsychiatry Network
	Attn: Jenine Miller 1120 South Dora St. Ukiah, Ca 95482	Address:	655 Redwood Hwy, Ste 240 Mill Valley, CA 94941

WEEK SAMPLE SERVICES PROVIDED	Mon	Tues	Wed	Thurs	Fri	TOTAL HOURS
	3/1	3/2	3/3	3/4	3/5	
Location			UOP	FB		
Hours Worked			6.00	8.00		14.00

WEEK 1 SERVICES PROVIDED	Mon	Tues	Wed	Thurs	Fri	Week 1 Total Hours
Location						
Hours Worked						

WEEK 2 SERVICES PROVIDED	Mon	Tues	Wed	Thurs	Fri	Week 2 Total Hours
Location						
Hours Worked						

				Total Amount Minus Mcare/ Ins. Payments		
				Total Invoice Amount		

CONTRACTOR'S SIGNATURE _____	Date: _____
APPROVED BY DIRECTOR _____	Date: _____

Attached are COPIES of the Daily Records for the following period _____ to _____

ACCOUNTS PAYABLE USE ONLY		
Date Paid		Per Hour Rate
Vendor Number	MH-	
Batch Number		
Control Number	Account String	Amount
4050-		
	Total Invoice Amount \$	

Mendocino County HHSA Mental Health Daily Record								
Clinician Name:				ID#			Date:	
Direct Client Services								
Appoint time	Client ID No.	Client Name	Program Site Code	Service Code	Add-On Code	Add-On Minutes	Total Minutes	Program Code
9:00			2315					MS75
9:30			2315					MS75
10:00			2315					MS75
10:30			2315					MS75
11:00			2315					MS75
11:30			2315					MS75
1:00			2315					MS75
1:30			2315					MS75
2:00			2315					MS75
2:30			2315					MS75
3:00			2315					MS75
3:30			2315					MS75
4:00			2315					MS75
			2315					MS75
			2315					MS75
			2315					MS75
			2315					MS75
			2315					MS75
								Percent
Billable Minutes							0	#DIV/0!
Non-Billable Services: Indirect/Miscellaneous Services								
	Client ID # (If needed)	Comments	m Site Code	Service Code		Total Minutes		Program Code
			2315					MS75
			2315					MS75
			2315					MS75
			2315					MS75
			2315					MS75
			2315					MS75
			2315	905				MS75
			2315	908				MS75
Non-billable Minutes							0	
								Hours
Total Minutes							0	0
In signing this daily record, I am affirming that to the best of my knowledge, the client meets medical necessity, the codes and times are accurate, and that a chart note has been completed for each entry.								
		Clinician Signature:						