



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061-0962
(408) 454-4066 FAX: (408) 454-4488
TDD: (408) 454-4123

March 25, 1998

AGENDA: April 28, 1998

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean St., Fifth Floor
Santa Cruz, CA. 95061

SUBJECT: **Medi-Cal** Managed Care Report & Related Actions for
Community Mental Health

Dear Members of the Board:

Background:

On January 24, 1998 your Board reviewed a report on outpatient managed care for Mental Health. That report provided information on reimbursement, provider panels, computer resources, and some personnel changes. This report provides updates in the areas of implementation timeline, contracts, additional position changes, and revenues.

Implementation Status:

The outpatient managed care program will begin on June 1, 1998. The State Department of Mental Health authorized the postponement which resulted from delays in deploying essential computer and data support elements. With the June 1st implementation, the County Mental Health program becomes responsible for coordinating, assuring access, and financing care for persons with Medi-Cal who have mental health treatment needs.

State Managed Care Contract:

The managed care entitlement and the County's responsibilities are defined in the attached contract with the State Department of Mental Health. Many of these contract provisions will be incorporated into contracts with providers, thereby balancing risk and opportunity with the providers under contract.

Individual Provider Master Agreements:

Contracts are needed for individual outpatient providers and outpatient clinics. The types of contracted services includes outpatient treatment, and professional services to hospitalized persons, provided by individual licensed practitioners including physicians, psychologists, family counselors, and licensed clinical social workers. (These agreements do not cover the actual hospitalization costs which are covered in other agreements.) The contracts for each group of professionals include different rates for different services. Each professional group has different scopes of service and practice. In addition, each type of contract includes bilingual and specialty rates to insure adequate access to care for monolingual patients and other patients with unique needs.

Attached are four Master agreements, one each for psychiatrist (outpatient) and psychiatrist (inpatient), social workers/family counselors, and psychologists. Once providers are credentialed and certified for Medi-Cal and sign an agreement, they become eligible to accept referrals.

The County received many applications from providers in the community to participate in the outpatient care plan. The number of applications exceeded the need to operate the outpatient managed care program. As set forth in the County's managed care plan, Mental Health first selected psychologists, psychiatrists and mental health clinic providers. Following this round of selections, a smaller number of clinical social workers and family counselors were selected, based on gaps in the initially selected provider panel. Providers not selected to be on the panel at this time are on a waiting list in the event additional capacity is required. Mental Health is still accepting applications from psychiatrists and bilingual providers, as these remain areas of unmet need.

Personnel and Equipment:

There are two final changes in personnel recommended to start the managed care program and to deal with overall agency data needs. The first change is the addition of one FTE Health Services Manager to direct and coordinate the administrative components of managed care. Mental Health is moving from a fee for services billing and computer system to a "**capitated**" system with different relationships among providers, payors, and clients. This change is a fundamental shift of the administrative systems in Mental Health and requires a single responsibility point to assure coordination. The position will be responsible for provider relations, claims payment, billing, data supports, and the conversion process to **capitation** which may take up to three years to complete. In putting together the managed care plan for both inpatient and outpatient services, no management positions have been previously added. And due to the need to contain costs, no other management position additions are anticipated.

The second personnel change recommended is the addition of a Sr. System Software Analyst and the deletion of a vacant VAX Analyst position in HSA Information Services. The Health Department is undergoing major changes in its data systems to support both health clinics and mental health in the managed care environment. This requires utilization of linked network products to supplement the existing Costar VAX system

which currently does both health and mental health FQHC billing functions. The new demands include adding a pharmacy, lab, and scheduling software. All of these products need to be on the network and linked together. Once the specific products are selected, the position will plan and support the technical aspects of the installation, linkage, and network systems.

Budget Changes:

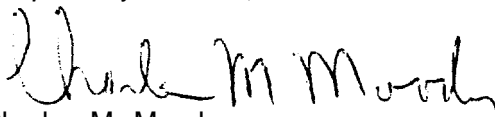
Funds for these positions and the master agreements for individual providers are appropriated for this fiscal year and included in the proposed 1998-99 budget from the managed care allocation and the associated **Medi-Cal** revenues. No new County funds are requested.

Recommendations:

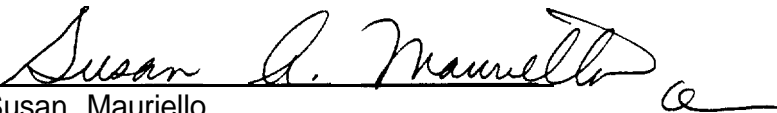
It is, therefore, RECOMMENDED that your Board :

1. Approve the attached resolution accepting and appropriating revenues for the Provider Master Agreements and to fund the additional personnel costs;
2. Approve the State Managed Care Contract and authorize the Chair of the Board to sign the contract;
3. Approve the four provider master agreements and authorize the Health Services Agency Administrator to sign individual agreements with providers;
4. Approve the addition of two positions and the deletion of one position as follows and direct Personnel to study and classify:
 - a. Add 1.0 FTE Health Services Program Manager
 - b. Add 1 .0 FTE SR System Software Analyst

Respectfully submitted,


Charles M. Moody,
Health Services Agency Administrator

RECOMMENDED


"Susan Mauriello
County Administrative Officer

cc. Auditor Controller
County Administrative Office
County Counsel
HSA Administration
Community Mental Health
HSA Personnel
Central Personnel
SEIU

Attachments: Resolution Accepting Revenues
Budget Detail on Proposed Changes
State **Managed Care** Contract
Psychiatrist Master Agreement
Psychiatric Inpatient Master Agreement
Psychologist Master Agreement
Social Worker/Family Counselor Master Agreement

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

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RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted.

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds Short-Doyle Medi-Cal and State General Fund Mental Health Specialty Managed Care program; and

WHEREAS, the County is a recipient of funds in the amount of \$ 36,148
which are either in excess of those anticipated or are not specifically set
in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds
may be made available for specific appropriation by a four-fifths vote of
the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$ 36,148 into
Department Mental Health

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	363101	per attached schedule		36,148

and that such funds be and are hereby appropriated as follows:

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	various	per attached schedule	-		36,148

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been
researched and that the Revenue(s) (has been) (will be) received within the
current fiscal year.

By Charles M. Moody (ag) Date 4/15/98
Department Head

COUNTY ADMINISTRATIVE OFFICER

☒ Recommended to Board☐ Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz,
State of California, this _____ day of _____ 1998
by the following vote (requires three-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

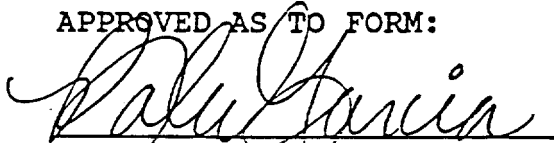
ABSENT: SUPERVISORS

CHAIR OF THE BOARD

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


County Counsel

APPROVED AS TO ACCOUNTING DETAIL:


Auditor-Controller

Distribution:

Auditor-Controller
County Council
County Administrative Officer
Originating Department

HEALTH SERVICES AGENCY
AUD-60 **ATTACHMENT**

FISCAL YEAR **1997/98**

ESTIMATED REVENUES:

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	363101	0624	ST-SHORT/DOYLE MEDICAL FE	18,074
001	363101'	0618	ST-SHORT/DOYLE MENTAL HEA	18,074

Total **\$ 36,148**

APPROPRIATIONS:

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	363101	3100		REGULAR PAY-PERMANENT	4,157
021	363101	3150		OASDI-SOCIAL SECURITY	318
021	363101	3155		PERS	592
021	363101	3160		EMPLOYEE INSURANCE AND BE	269
021	360112	3100		REGULAR PAY-PERMANENT	665
021	360112	3150		OASDI-SOCIAL SECURITY	95
021	360112	3155		PERS	52
021	360112	3160		EMPLOYEE INSURANCE AND BE	0
021	363301	4380		PROF & SPECIAL SEW-OTHER	30,000
022-049	360112	9560		TRANSFERS OTHR AGENCY DEP	-812
021	363101	5900		HSA COST ALLOCATION-ADMIN	812

Total **\$ 36,148**

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Managed Care Outpatient Services
Personnel

Index	Position	Start Date	Pay Periods	Fte	Hourly Rate	Regular Pay	Retire-ment	OASDI	Employee Insurance	Differ-entiat	cost
							0.1423	0.0765			
363101	Health Svc Prog Mgr	5/30/98	2.20	1.00	23.62	4,157	592	316	269		5,336
360112	Sr Sys Software Analyst	5/30/98	2.20	1.00	28.95	5,095	725	390	272		6,462
	Subtotal Additions			2.00		9,252	1,317	708	541	0	11,816
360112	Vax Analyst	5/30/98	2.20	-1.00	25.17	-4,430	-630	-339	-272		-5,671
	Subtotal Deletions			-1.00		-4,430	-630	-339	-272	0	-5,671
	Total Personnel Cost			1.00		4,922	696	369	269	0	6,147

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept)
C m only (Signature) 4/16/98 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz (Community Mental Health) (Agency)
and the State of California Department of Mental Health, 1600 9th St., Sacramento, CA 95814 (Name & Address)
2. The agreement will provide mental health managed care funding for residents of Santa Cruz County.
3. The agreement is needed to provide the above.
4. Period of the agreement is from June 1, 1998 to June 30, 2000
5. Anticipated cost is \$ N/A (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Revenue Agreement-Multi-Year
7. Appropriations are budgeted in N/A (Index#) N/A (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. 6680 Date 4/16/98
are not N/A will be
GARY A. KNUTSON, Auditor - Controller
By Jimie Wance (Signature) (Dept)

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Administrator to execute the same on behalf of the HEALTH SERVICES (Agency).
County Administrative Officer

Remarks: 6/6 (Analyst)
Agreement approved as to form. Date 4/18/98
By 6/6 (Signature) Date 4/18/98

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conroy
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____
_____ 19 _____ By _____ Deputy Clerk

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**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
 PERSONAL SERVICE AGREEMENT**

PSYCHIATRIC TREATMENT SERVICES

(Master Agreement)

This AGREEMENT is entered into this ____ day of _____, 199_, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR (a physician) agrees to provide psychiatric services to Medi-Cal beneficiaries referred by the Santa Cruz County Mental Health Plan. These duties include comprehensive assessment, medication management, medication monitoring and consultation provided on an outpatient basis or in hospitals or skilled nursing facilities.

CONTRACTOR or their designee shall respond to patient crises after office hours within sixty (60) minutes. This response to requests for psychiatric consultation or services regarding patients governed by this Agreement must be either by phone or face-to-face contacts.

CONTRACTOR shall complete documentation of all clinical services provided in compliance with Medi-Cal regulations and State Department of Mental Health Quality Improvement requirements.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said services, COUNTY agrees to pay CONTRACTOR as follows:

CPT CODE	DESCRIPTION	TIME IN MINUTES	FEE RATE
Outpatient Services			
99205	Comprehensive Assessment	60	\$100.00
90862	Medication Management	15	55.00
Inpatient Services			
99223	Hosp Inpt Initial Care - 70 min	70	64.40
99222	Hosp Inpt Initial Care - 50 min	50	58.88
99221	Hosp Inpt Initial Care - 30 min.	30	27.60
99232	Hosp Inpt Subsequent - 25 min	25	30.36
99233	Hosp Inpt Subsequent - 35 min	35	36.80
99231	Hosp Inpt Subsequent - 15 min	15	23.00

99238	Hosp Day Care Svcs - 30 min	30	18.40
99253	Inpt Consultation - 55 min	55	41.00
99251	Inpt Consultation - 20 min	20	24.60
99252	Inpt Consultation - 40 min	40	24.60
99254	Inpt Consultation - 80 min	80	57.40
99255	Inpt Consultation - 110 min	110	57.40
99312	Nursing Fac Subs Care - 25 min	25	30.00
99311	Nursing Fac Subs Care - 15 min	15	30.00
99313	Nursing Fac Subs Care - 35 min	35	30.00

Per Medi-Cal regulations, the Santa Cruz County Mental Health Plan will not compensate CONTRACTOR for patient NO SHOWS. Telephone contacts are not billable services including telephone emergency responses made per Paragraph 1 DUTIES. The fee provided is considered complete compensation for the face-to-face services, which includes time spent on paper work, letters, forms, etc.

All services must have prior authorization from the Mental Health Plan's Access Team to be eligible for payment. Additionally, the CONTRACTOR must verify the beneficiary's Medi-Cal eligibility status at the time of service. Beneficiaries with a share of cost must have cleared their share of cost to be eligible for payment. COUNTY will assist with eligibility verification upon request.

All claims to the Mental Health Plan pursuant to this Agreement shall be submitted on the HCFA 1500 form standard in the health care industry. Claims should be submitted to:

Santa Cruz County Mental Health Plan
c/o Managed Care Administrator
1400 Emeline Ave., Bldg K
Santa Cruz, CA 95060

3. TERM. The term of this Agreement shall be from date of execution until terminated by either party in accordance with Paragraph 4.
4. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. No cause is required of either party to terminate this Agreement.
5. CONTRACTOR ASSERTIONS. CONTRACTOR asserts possession of a current and valid Physicians and Surgeons License in good standing with the Medical Board of California. CONTRACTOR asserts that there is no license suspension, revocation, limitation on practice or investigation pending regarding CONTRACTOR'S license to practice medicine in the State of California; CONTRACTOR **asserts** possession of U.S. Drug Enforcement Administration (DEA) License. CONTRACTOR asserts that there are no outstanding malpractice claims pending. CONTRACTOR shall notify COUNTY immediately should the status of any of the assertions in this paragraph change or come

into question.

6. CONTRACTOR must provide a history of professional liability claims which resulted in, 1) settlements or judgments paid by or on behalf of the CONTRACTOR, 2) convictions of a felony, 3) termination of hospital privileges, and/or 4) dismissal from employment for conduct.

CONTRACTOR must submit verification of their highest academic degree and information supporting any specialties that they practice.

7. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and CONTRACTOR shall provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this Agreement is in effect.
8. MALPRACTICE CLAIMS. CONTRACTOR shall notify COUNTY of any and all past negative medical malpractice judgments, awards, and/or settlements, and of any and all current or pending medical malpractice actions within thirty (30) days of receipt of notice of such actions.
9. CONTRACTOR must provide services in a safe environment and meet quality of care requirements which include, 1) permitting physical review of CONTRACTOR office by a representative of the Mental Health Plan if requested, 2) storing and dispensing medications according to state and federal standards 3) maintaining client records in a manner that meets state and federal standards, 4) meeting the quality standards of the Mental Health Plan 5) participating in the County Quality Improvement Program through peer review and 6) being willing to provide access to client records for clinical and financial audits within the guidelines of state and federal standards for confidentiality.
10. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purpose of paragraphs 10 and 11 (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

11. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

A. Types of Insurance and Minimum Limits

- (1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- (2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____
- (3) It is hereby acknowledged that CONTRACTOR is covered as an additional insured under COUNTY'S Comprehensive Hospital Liability Insurance and is, consequently, covered for legal liability arising out of his/her duties under this Agreement. This insurance shall provide a defense and indemnify CONTRACTOR for his/her actions that are within the scope of this Agreement. COUNTY insurance shall be secondary to CONTRACTOR'S insurance for duties under this agreement.
- (4) COUNTY requires CONTRACTOR to have Comprehensive General Liability, Malpractice and Professional Liability Insurance coverage for legal liability arising out of the performance of duties under this Agreement. The minimum level of insurance shall be \$1,000,000 per occurrence, \$3,000,000 aggregate coverage. The CONTRACTORS insurance shall be primary for litigation arising from actions of the CONTRACTOR under the terms of this agreement.

B. Other insurance Provisions

- (1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- (2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:
 "The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz".

Notice of cancellation or changes in coverage levels shall be communicated to the county by the carrier. These notifications shall be 30 days prior to termination of coverage. All policies shall include the following language:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to the Claims Desk, Health Services Administration, PO Box 962, Santa Cruz, CA. 95061."

These shall be sent to Claims Desk, HSA Fiscal, PO Box 962, Santa Cruz, CA 95061. Copies shall also be sent to Mental Health Administration at the same address.

- (3) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to: **Claims Desk, Health Services Administration, PO Box 962, Santa Cruz, CA 96061.**

12. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual preference, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminating activities shall include, but are not limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ancestry, or disability, medical condition (cancer related), marital status, gender, sexual preference, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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To Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)
Charles M. Mooney (ag) (Signature) 4/15/98 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz. (Community Mental Health) (Agency)
and various psychologists for managed care services (Name & Address)
2. The agreement will provide mental health managed care services for Medi-Cal beneficiaries who are residents of Santa Cruz County
3. The agreement is needed to provide the above
4. Period of the agreement is from June 1. 1998 ~~to~~ until terminated
5. Anticipated cost is \$ 5,000 through June 30, 1998 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: This is a new master agreement for mental health managed care services
7. Appropriations are budgeted in 363301 (Index#) 4380 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. TBD 71623 Date 4/16/98
are not will be
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Administrator to execute the same on behalf of the

HEALTH SERVICES (Agency).

Remarks: [Signature] (Analyst)

County Administrative Officer
By [Signature] Date 4/18/98

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
County Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss
I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ 19____ By _____ Deputy Clerk

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CONTRACTOR shall be reimbursed at the Standard Rate unless ATTACHMENT A of this Agreement certifying proficiency in Spanish or Sign Language is completed. If ATTACHMENT A is completed by CONTRACTOR and approved by the COUNTY, the bilingual rate will be the rate of reimbursement.

Per Medi-Cal regulations, the Santa Cruz County Mental Health Plan will not compensate CONTRACTOR for patient NO SHOWS. Telephone contacts are not billable services including telephone emergency responses made per Paragraph 1 DUTIES. The fee provided is considered complete compensation for the face-to-face services, which includes time spent on paper work, letters, forms, etc.

All services must have prior authorization from the Mental Health Plan's Access Team to be eligible for payment. Additionally, the CONTRACTOR must verify the beneficiary's Medi-Cal eligibility status at the time of service. Beneficiaries with a share of cost must have cleared their share of cost to be eligible for payment. COUNTY will assist with eligibility verification upon request.

All claims to the Mental Health Plan pursuant to this Agreement shall be submitted on the HCFA 1500 form standard in the health care industry. Claims should be submitted to:

Santa Cruz County Mental Health Plan
c/o Managed Care Administration
1400 Emeline Ave., Bldg K
Santa Cruz, CA 95060

3. TERM. The term of this Agreement shall be: From date of execution until terminated by either party in accordance with Paragraph 4.
4. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. No cause is required of either party to terminate this Agreement.
5. CONTRACTOR ASSERTIONS. CONTRACTOR asserts possession of a current and valid License as a Psychologist in good standing with the Board of Psychology of the State of California. CONTRACTOR asserts that there is no license suspension, revocation, limitation or investigation pending regarding CONTRACTOR'S license as a psychologist. CONTRACTOR shall notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
6. CONTRACTOR must provide a history of professional liability claims which. resulted in, 1) settlements or judgments paid by or on behalf of the CONTRACTOR, 2) convictions of a felony, 3) termination of hospital privileges, and/or 4) dismissal from employment for conduct.

CONTRACTOR must submit verification of their highest academic degree and information supporting any specialties that they practice.

CONTRACTOR must submit verification of their highest academic degree and information supporting any specialties that they practice. For Dominican staff, the hospital has agreed to provide these documents.

7. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and CONTRACTOR shall provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this Agreement is in effect.
8. MALPRACTICE CLAIMS. CONTRACTOR shall notify COUNTY of any and all past negative medical malpractice judgments, awards, and/or settlements, and of any and all current or pending medical malpractice actions within thirty (30) days of receipt of notice of such actions.
9. CONTRACTOR must provide services in a safe environment and meet quality of care requirements which include, 1) permitting physical review of CONTRACTOR office by a representative of the Mental Health Plan if requested, 2) maintaining client records in a manner that meets state and federal standards, 3) meeting the quality standards of the Mental Health Plan 4) participating in the County Quality Improvement Program and 5) being willing to provide access to client records for clinical and financial audits within the guidelines of state and federal standards for confidentiality.
10. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purpose of paragraphs 10 and 11 (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
11. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such

insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

A. Types of Insurance and Minimum Limits

- (1) Worker's Compensation in the minimum statutorily required coverage amounts
This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- (2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____
- (3) It is hereby acknowledged that CONTRACTOR is covered as an additional insured under COUNTY'S Comprehensive Hospital Liability Insurance and is, consequently, covered for legal liability arising out of his/her duties under this Agreement. This insurance shall provide a defense and indemnify CONTRACTOR for his/her actions that are within the scope of this Agreement. COUNTY insurance shall be secondary to CONTRACTOR'S insurance for duties under this agreement.
- (4) COUNTY requires CONTRACTOR to have Comprehensive General Liability, Malpractice and Professional Liability Insurance coverage for legal liability arising out of the performance of duties under this Agreement. The minimum level of insurance shall be \$1,000,000 per occurrence, \$1,000,000 aggregate coverage. The CONTRACTORS insurance shall be primary for litigation arising from actions of the CONTRACTOR under the terms of this agreement.

B. Other Insurance Provisions

- (1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- (2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:
 "The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz".

- 4

Notice of cancellation or changes in coverage levels shall be communicated to the county by the carrier. These notifications shall be 30 days prior to termination of coverage. All policies shall include the following language:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to the Claims Desk, Health Services Administration, PO Box 962, Santa Cruz, CA. 95061 ."

These shall be sent to Claims Desk, HSA Fiscal, PO Box 962, Santa Cruz, CA. 95061. Copies shall also be sent to Mental Health Administration at the same address.

- (3) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to: **Claims Desk, Health Services Agency Administration, PO Box 962, Santa Cruz, CA 95061.**

12. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual preference, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminating activities shall include, but are not limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion. or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

- (I) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion,

national origin, ancestry, or disability, medical condition (cancer related), marital status, gender, sexual preference, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

- (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the gender, race, disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
 - (3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the County.
 - (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 12.b. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
13. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California. or the designee of either for a period of five (5) years after final payment under this Agreement.
14. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
15. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY patients under this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.
16. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY.

CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentality's, tools, and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is, in fact, an independent contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

Health Services Administrator

CONTRACTOR

Signature

Name: _____

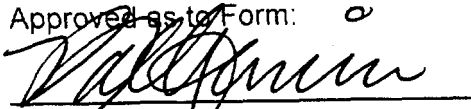
Address: _____

Telephone #: _____

Professional License #: _____

Expiration Date: _____

Approved as to Form:


County Counsel

Approved as to Insurances:


Risk Management Division Chief

Distribution:

County Administrative Officer
Auditor-Controller
County Counsel
Risk Management
Health Services Agency
Community Mental Health
Contractor

MGD Care Contract with Psychologist Services Master 149
4.10.98

Attachment A

I certify that as part of my clinical practice I have conducted psychotherapy in Spanish and/or Sign Language (circle appropriately).

I have sufficient proficiency in this second language to provide the specific services covered by this Agreement.

Signature

Print Name

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

151

To: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)
Charles M. Moody (Signature) 4/15/98 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz, (Community Mental Health) (Agency)
and various psychiatrists for managed care inpatient services (Name & Address)
2. The agreement will provide psychiatric inpatient managed care services for Medi-Cal beneficiaries
who are residents of Santa Cruz County
3. The agreement is needed to provide the above
4. Period of the agreement is from June 1, 1998 until terminated
5. Anticipated cost is \$10,000 through June 30, 1998 (Fixed amount; Monthly rate; Not to exceed)
5. Remarks: This a new master agreement for mental health managed care services
7. Appropriations are budgeted in 363301 (Index#) 4380 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. TBD 71621 Date 4/16/98
are not will be
GARY A. KNUTSON, Auditor-Controller
By Lucia W. [Signature] Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Health Services Administrator to execute the same on behalf of the
HEALTH SERVICES (Agency).

Remarks: ly (Analyst) By [Signature] County Administrative Officer Date 4/18/98
Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conroy
Auditor-Controller - Pink
Originating Dept. - Goldenrod
*To bring Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____
County Administrative Officer
By _____ Deputy Clerk

**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
 PERSONAL, SERVICE AGREEMENT**

**PSYCHIATRIC INPATIENT SERVICES
 (Master Agreement)**

This AGREEMENT is entered into this o day f _____, 199_, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR (a physician) agrees to provide psychiatric services to Medi-Cal beneficiaries referred by the Santa Cruz County Mental Health Plan. These services include initial and ongoing evaluations as well as consultations provided in hospitals or skilled nursing facilities.

CONTRACTOR shall complete documentation of all clinical services provided in compliance with Medi-Cal regulations and State Department of Mental Health Quality Improvement requirements.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said services, COUNTY agrees to pay CONTRACTOR as follows:

CPT CODE	DESCRIPTION	TIME IN MINUTES	FEE RATE
99223	Hosp Inpt Initial Care - 70 min	70	64.40
99222	Hosp Inpt Initial Care - 50 min	50	58.88
99221	Hosp Inpt Initial Care - 30 min	30	27.60
99232	Hosp Inpt Subsequent - 25 min	25	30.36
99233	Hosp Inpt Subsequent - 35 min	35	36.80
99231	Hosp Inpt Subsequent - 15 min	15	23.00
99238	Hosp Day Care Svcs - 30 min	30	18.40
99253	Inpt Consultation - 55 min	55	41.00
99251	Inpt Consultation - 20 min	20	24.60
99252	Inpt Consultation - 40 min	40	24.60
99254	Inpt Consultation - 80 min	80	57.40
99255	Inpt Consultation - 110 min	110	57.40
99312	Nursing Fac Subs Care - 25 min	25	30.00
99311	Nursing Fac Subs Care - 15 min	15	30.00
99313	Nursing Fac Subs Care - 35 min	35	30.00

The fee provided is considered complete compensation for the face-to-face services, which includes time spent on paper work, letters, forms, etc.

All non-emergency services must have prior authorization from the Mental Health Plan's Access Team to be eligible for payment. Services rendered on days for which the Santa Cruz County's Inpatient Utilization Review Team has denied facility payment will be adjudicated per state law.

All claims to the Mental Health Plan pursuant to this Agreement shall be submitted on the HCFA 1500 form standard in the health care industry. Claims should be submitted to:

Santa Cruz County Mental Health Plan
c/o Managed Care Administrator
1400 Emeline Ave., Bldg K
Santa Cruz, CA 95060

3. TERM. The term of this Agreement shall be from date of execution until terminated by either party in accordance with Paragraph 4.
4. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. No cause is required of either party to terminate this Agreement.
5. CONTRACTOR ASSERTIONS. CONTRACTOR asserts possession of a current and valid Physicians and Surgeons License in good standing with the Medical Board of California. CONTRACTOR asserts that there is no license suspension, revocation, limitation on practice or investigation pending regarding CONTRACTOR'S license to practice medicine in the State of California; CONTRACTOR asserts possession of U.S. Drug Enforcement Administration (DEA) License. CONTRACTOR asserts that there are no outstanding malpractice claims pending. CONTRACTOR shall notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
6. CONTRACTOR must provide a history of professional liability claims which resulted in, 1) settlements or judgments paid by or on behalf of the CONTRACTOR, 2) convictions of a felony, 3) termination of hospital privileges, and/or 4) dismissal from employment for conduct.

CONTRACTOR must submit verification of their highest academic degree and information supporting any specialties that they practice. For Dominican staff, the hospital has agreed to provide these documents.
7. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and CONTRACTOR shall provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this Agreement is in effect.
8. MALPRACTICE CLAIMS. CONTRACTOR shall notify COUNTY of any and all past negative medical malpractice judgments, awards, and/or settlements, and of any and all current or pending medical malpractice actions within thirty (30) days of receipt of notice

of such actions.

9. CONTRACTOR must meet quality of care requirements which includes: 1) storing and dispensing medications according to state and federal standards 2) maintaining client records in a manner that meets state and federal standards, 3) meeting the quality standards of the Mental Health Plan through peer review and 4) being willing to provide access to client records for clinical and financial audits within the guidelines of state and federal standards for confidentiality.
10. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purpose of paragraphs 10 and 11 (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY **may** sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or **property(ies)** of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

11. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

A. Types of Insurance and Minimum Limits

- (1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- (2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here
_____/_____.

- (3) It is hereby acknowledged that CONTRACTOR is covered as an additional insured under COUNTY'S Comprehensive Hospital Liability Insurance and is, consequently, covered for legal liability arising out of his/her duties under this Agreement. This insurance shall provide a defense and indemnify CONTRACTOR for his/her actions that are within the scope of this Agreement. COUNTY insurance shall be secondary to CONTRACTOR'S insurance for duties under this agreement. 155
- (4) COUNTY requires CONTRACTOR to have Comprehensive General Liability, Malpractice and Professional Liability Insurance coverage for legal liability arising out of the performance of duties under this Agreement. The minimum level of insurance shall be \$1,000,000 per occurrence, \$3,000,000 aggregate coverage. The CONTRACTOR'S insurance shall be primary for litigation arising from actions of the CONTRACTOR under the terms of this agreement.

B. Other Insurance Provisions

- (1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR, agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
- (2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:
"The County of Santa Cruz, its officials, employees, agents and volunteers are added **as** an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz".

Notice of cancellation or changes in coverage levels shall be communicated to the county by the carrier. These notifications shall be 30 days prior to termination of coverage. All policies shall include the following language:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to the Claims Desk, Health Services Administration, PO Box 962, Santa Cruz, CA. 95061."

These shall be sent to Claims Desk, HSA Fiscal, PO Box 962, Santa Cruz, CA. 95061. Copies shall also be sent to Mental Health Administration at the same address.

- (3) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this

Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to: **Claims Desk, Health Services Administration, PO Box 962, Santa Cruz, CA 95061.**

12. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
- A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of **race**, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual preference, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminating activities shall include, but are not limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
 - B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
 - (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ancestry, or disability, medical condition (cancer related), marital status, gender, sexual preference, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.
 - (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the gender, race, disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
 - (3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the County.
 - (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 12.b. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
14. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
15. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY patients under this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.
16. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentality's, tools, and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is, in fact, an independent contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

Health Services Administrator

Signature

Name: _____

Address: _____

Telephone #: _____

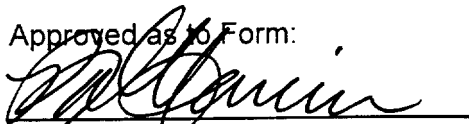
Professional License #: _____

Expiration Date: _____

DEA# _____

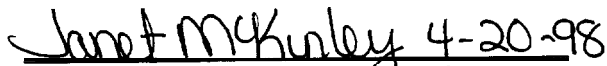
License# _____

Approved as to Form:



County Counsel

Approved as to Insurances:

 4-20-98

Risk Management Division Chief

Distribution:

County Administrative Officer

Auditor-Controller

County Counsel

Risk Management

Health Services Agency

Community Mental Health

Contractor

Master Agreements

MGD Care Inpatient Psych / 4.1.98

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

159

7 Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.

Charles M. Moody (Signature) 4/15/98 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz, (Community Mental Health) (Agency)
and various LCSW/MFCC providers for managed care services (Name & Address)
2. The agreement will provide outpatient mental health managed care services for Medi-Cal beneficiaries
who are residents of Santa Cruz County.
3. The agreement is needed, to provide the above
4. Period of the agreement is from June 1, 1998 ~~to~~ until terminated
5. Anticipated cost is \$ 5000 through June 30, 1998 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: This is a new mater agreement for mental health managed care services
7. Appropriations are budgeted in 363301 (Index#) 4380 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. TBD 711622 Date 4/16/98
are not will be

GARY A. KNOTSON, Auditor - Controller

By Linda Ward Deput

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Administrator to execute the same on behalf of the

HEALTH SERVICES (Agency).

Remarks:

GL (Analyst)

By W. S. County Administrative Officer

Date 4/18/98

Agreement approved as to form. Date _____

Distribution:

-- Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green
Co. Admin. Officer • Conory
Auditor-Controller • Pink
Originating Dept. • Goldenrod

To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

_____ 19 _____

By _____ County Administrative Officer
Deputy Clerk

31

**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
PERSONAL SERVICE AGREEMENT**

OUTPATIENT MENTAL HEALTH SERVICES BY LCSW AND/OR MFCC

(Master Agreement)

This AGREEMENT is entered into this day of _____, 199_, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR (a Licensed Clinical Social Worker and/or Marriage, Family and Child Counselor) agrees to provide mental health services to Medi-Cal beneficiaries referred by the Santa Cruz County Mental Health Plan. These services include Individual Therapy, Group Therapy, Family Therapy, and Assessment provided on an outpatient basis.

CONTRACTOR or their designee shall respond to patient crises after office hours within sixty (60) minutes. The response to emergency requests for consultation or services regarding patients governed by this Agreement must be either by phone or face-to-face contacts. The intent of this language is to insure that providers are able to provide urgent services to their current caseload.

CONTRACTOR shall provide documentation of all clinical services provided in compliance with Medi-Cal regulations and Santa Cruz County Quality Improvement requirements.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said services, COUNTY agrees to pay CONTRACTOR as follows:

CPT CODE	DESCRIPTION	TIME IN MINUTES	Standard Rate	Bilingual Rate
LCSW Services				
Z5816I	Individual Therapy	60	30.00	40.00
Z5816G	Group Therapy	60	15.00	20.00
Z5816F	Family Therapy	60	40.00	45.00
Z5816A	Assessment	60	50.00	55.00
MFCC Services				
Z5814I	Individual Therapy	60	30.00	40.00
Z5814G	Group Therapy	60	15.00	20.00
Z5814F	Family Therapy	60	40.00	45.00
Z5814A	Assessment	60	50.00	55.00

CONTRACTOR shall be reimbursed at the Standard Rate unless ATTACHMENT A of this Agreement certifying proficiency in Spanish or Sign Language is completed. If ATTACHMENT A is completed by CONTRACTOR and approved by the COUNTY, the bilingual rate will be the rate of reimbursement.

Per Medi-Cal requirements, the Santa Cruz County Mental Health Plan will not compensate CONTRACTOR for patient NO SHOWS. Telephone contacts are not billable services including telephone emergency responses made per Paragraph 1 DUTIES. The fee provided is considered complete compensation for the face-to-face services, which includes time spent on paper work, letters, forms, etc.

All services must have prior authorization from the Mental Health Plan's Access Team to be eligible for payment. Additionally, the CONTRACTOR must verify the beneficiary's Medi-Cal eligibility status at the time of service. Beneficiaries with a share of cost must have cleared their share of cost to be eligible for payment. COUNTY will assist with eligibility verification upon request.

All claims to the Mental Health Plan pursuant to this Agreement shall be submitted on the HCFA 1500 form standard in the health care industry. Claims should be submitted to:

Santa Cruz County Mental Health Plan
c/o Managed Care Administration
1400 Emeline Ave., Bldg K
Santa Cruz, CA 95060

3. TERM. The term of this Agreement shall be: From date of execution until terminated by either party in accordance with Paragraph 4.
4. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. No cause is required of either party to terminate this agreement.
5. CONTRACTOR ASSERTIONS. CONTRACTOR asserts possession of a current and valid License as a Licensed Clinical Social Worker and /or Marriage, Family and Child Counselor in good standing with the Board of Behavioral Science Examiners of the State of California. CONTRACTOR asserts that there is no license suspension, revocation, limitation or investigation pending regarding CONTRACTOR'S license. CONTRACTOR shall notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
6. CONTRACTOR must provide a history of professional liability claims which resulted in, 1) settlements or judgments paid by or on behalf of the CONTRACTOR, 2) convictions of a felony, and/or 3) dismissal from employment for conduct.

CONTRACTOR must submit verification of their highest academic degree and information supporting any specialties that they practice.

- CONTRACTOR must submit verification of their highest academic degree and information supporting any specialties that they practice. For Dominican staff, the hospital has agreed to provide these documents.
7. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and CONTRACTOR shall provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this Agreement is in effect.
 8. MALPRACTICE CLAIMS. CONTRACTOR shall notify COUNTY of any and all past negative medical malpractice judgments, awards, and/or settlements, and of any and all current or pending medical malpractice actions within thirty (30) days of receipt of notice of such actions.
 9. CONTRACTOR must provide services in a safe facility and meet quality of care requirements which include, 1) permitting physical review of CONTRACTOR office by a representative of the Mental Health Plan if requested, 2) maintaining client records in a manner that meets state and federal standards, 3) meeting the quality standards of the Mental Health Plan 4) participating in the County Quality Improvement Program and 5) being willing to provide access to client records for clinical and financial audits within the guidelines of state and federal standards for confidentiality.
 10. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purpose of paragraphs 10 and 11 (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or **property(ies)** of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
 11. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such

insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

A. Types of Insurance and Minimum Limits

- (1) Worker's Compensation in the minimum statutorily required coverage amounts
This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- (2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____
- (3) It is hereby acknowledged that CONTRACTOR is covered as an additional insured under COUNTY'S Comprehensive Hospital Liability Insurance and is, consequently, covered for legal liability arising out of his/her duties under this Agreement. This insurance shall provide a defense and indemnify CONTRACTOR for his/her actions that are within the scope of this Agreement. COUNTY insurance shall be secondary to CONTRACTOR'S insurance for duties under this agreement.
- (4) COUNTY requires CONTRACTOR to have Comprehensive General Liability, Malpractice and Professional Liability Insurance coverage for legal liability arising out of the performance of duties under this Agreement. The minimum level of insurance shall be \$1,000,000 per occurrence, \$1,000,000 aggregate coverage. The CONTRACTORS insurance shall be primary for litigation arising from actions of the CONTRACTOR under the terms of this agreement.

B. Other Insurance Provisions

- (1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- (2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:
 "The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz".

Notice of cancellation or changes in coverage levels shall be communicated to the county by the carrier. These notifications shall be 30 days prior to termination of coverage. All policies shall include the following language:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to the Claims Desk, Health Services Administration, PO Box 962, Santa Cruz, CA. 95061."

These shall be sent to Claims Desk, HSA Fiscal, PO Box 962, Santa Cruz, CA. 95061. Copies shall also be sent to Mental Health Administration at the same address.

- (3) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to: **Claims Desk, Health Services Administration, PO Box 962, Santa Cruz, CA 95061.**

12. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual preference, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminating activities shall include, but are not limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color,

religion, national origin, ancestry, or disability, medical condition (cancer related), marital status, gender, sexual preference, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

- (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the gender, race, disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
 - (3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the County.
 - (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 12.b. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
13. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
14. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
15. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY patients under this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.
16. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have

reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentality's, tools, and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is, in fact, an independent contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

Health Services Administrator


Signature

Name: _____

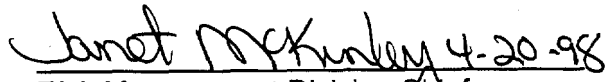
Address: _____

Telephone #: _____
Professional License #: _____
Expiration Date: _____

Approved as to Form:


County Counsel

Approved as to Insurances:


Risk Management Division Chief

Distribution:

County Administrative Officer
Auditor-Controller
County Counsel
Risk Management
Health Services Agency
Community Mental Health
Contractor

Contract with LCSW and MFCC
4.10.98

Attachment A

I certify that as part of my clinical practice I have conducted psychotherapy in Spanish and/or Sign Language (circle appropriately).

I have sufficient proficiency in this second language to provide the specific services covered by this Agreement.

Signature

Print Name

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERAL

CONTRACT NUMBER

AM NO

STD 2 (REV 6 91)

97-77252

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER
94-6000534THIS AGREEMENT, made and entered into this 12th day of March, 19 98,

in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

OFFICER ACTING FOR
DEPUTY DIRECTORAGENCY
Department of Mental Health

, hereafter called the State, and

CONTRACTOR'S NAME

Santa Cruz County Mental Health Community Health Services

, hereafter called the Contractor

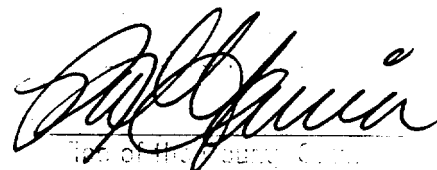
WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

ARTICLE I -- PREAMBLE

This contract is entered into in accordance with the provisions of Part 2.5 (commencing with Section 5775) of Division 5 of the Welfare and Institutions (W&I) Code.

WHEREAS Part 2.5 (commencing with Section 5775) of Division 5 of the W&I Code directs the State Department of Mental Health to implement and administer Managed Mental Health Care for Medi-Cal eligible residents of this state; and Santa Cruz County Mental Health, Community Health Services desires to operate the Mental Health Plan for Santa Cruz County,

NOW THEREFORE, the parties agree to enter into a contract for this purpose in accordance with the following provisions:


Linda A. Powell
Deputy Director

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Department Of Mental Health		CONTRACTOR Santa Cruz County Mental Health Community Health Services			
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 			
PRINTED NAME OF PERSON SIGNING LINDA A. POWELL, DEPUTY DIRECTOR		PRINTED NAME AND TITLE OF PERSON SIGNING 			
TITLE Administrative Services		ADDRESS 1400 Emeline Avenue Santa Cruz, CA 95061			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 128,188.00	PROGRAM/CATEGORY (CODE AND TITLE) 10.25 Comm Srv Oth Treat		FUND TITLE General Fund		Department of General Services Use Only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0.00	(OPTIONAL USE)				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 128,188.00	ITEM 4440-103-0001	CHAPTER 282	STATUTE 1997	FISCAL YEAR 97-98	
OBJECT OF EXPENDITURE (CODE AND TITLE) 233344224702					
BY (certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.)					
SIGNATURE OF ACCOUNTING OFFICER 		T.B.A. NO. 		B.R. NO. 	
DATE 					

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐

STANDARD AGREEMENT

STD. 2 (REV. S-91) (REVERSE)

170

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II - DEFINITIONS

Unless **otherwise** expressly provided or the context otherwise requires, the following definitions of terms will govern the construction of this contract:

- A. "Beneficiary" means any Medi-Cal beneficiary whose county of residence as listed on the Medi-Cal Eligibility Data System (MEDS) or as determined pursuant to Title 9, California Code of Regulations (CCR), Section 1850.405, corresponds with the county covered by this contract.
- B. "Contractor" means Santa Cruz County Mental Health.
- C. "Covered Services" means specialty mental health services as defined in Title 9, CCR, Section 1810.247, to the extent described in Title 9, CCR, Section 1810.345, except that psychiatric nursing facility services are not included.
- D. "Department" means the State Department of Mental Health.
- E. "Director" means the Director of the State Department of Mental Health.
- F. "HHS" means the United States Department of Health and Human Services.
- G. "Emergency Psychiatric Condition" means that a beneficiary has a condition that meets admission reimbursement criteria for medical necessity according Title 9, CCR, Section 1820.205, and due to a mental disorder, is:
 - 1. A danger to self or others, or
 - 2. Immediately unable to provide for or utilize food, shelter or clothing.
- H. "Facility" means any premises:
 - 1. Owned, leased, used or operated directly or indirectly by or for the Contractor or its affiliates for purposes related to this contract, or
 - 2. Maintained by a provider to provide covered services on behalf of the Contractor.
- I. "Individual provider" means a provider as defined in Title 9, CCR, Section 1810.222.
- J. "Group provider" means a provider as defined in Title 9, CCR, Section 1810.218.2.
- K. "Medi-Cal managed care plan" means an entity contracting with the State Department of Health Services to provide services to enrolled beneficiaries under Chapter 7, commencing with , Section 14000, or Chapter 8, commencing with Section 14200, of Division 9, Part 3 of the W&I Code.
- L. "Psychiatric nursing facility services" means services as defined in Title 9, CCR, Section 1810.239.

- M. "Subcontract" means an agreement entered into by the Contractor with any of the following:
1. A provider of specialty mental health services who agrees to furnish covered services to beneficiaries.
 2. Any other organization or person who agrees to perform any administrative function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of this contract.
- N. "Organizational **provider**" means a provider as defined in Title 9, CCR, Section 1810.231.
- O. "Urgent condition" means a situation experienced by a beneficiary that without timely intervention is certain to result in an immediate emergency psychiatric condition.

ARTICLE III -- GENERAL PROVISIONS

A. Governing Authorities

This contract will be governed by and construed in accordance with:

Part 2.5 (commencing with Section 5775), Chapter 4, Division 5, W&I Code;

Article 5 (Sections 14680- 14685), Chapter 8.8, Division 9, W&I Code;

Chapter 11 (commencing with Section 1810. 100), Title 9, CCR;

Title 42, Code of Federal Regulations (CFR);

Title 42, United States Code;

All other applicable laws and regulations.

Any provision of this contract which is subsequently determined to be in conflict with the above laws and regulations is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the contract will be effective on the effective date of the statutes or regulations necessitating it, and will be binding on the parties hereto even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. Such amendment will constitute grounds for termination of this contract, in accordance with the provisions of Article IV and Title 9, CCR, Section 1810.325(d), if the Contractor determines it is unable or unwilling to comply with the provisions of such amendment. If the Contractor gives notice of termination to the Department, the parties will not be bound by the terms of such amendment, commencing from the time notice of termination is received by the Department until the effective date of termination.

B. Fulfillment of Obligation

No covenant, condition, duty, obligation, or undertaking continued or made a part of this contract will be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply; and, until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party will have the right to invoke any remedy available under this contract, or under law, notwithstanding such forbearance or indulgence.

C. A m e n d m e n t

Should either party during the life of this contract desire a change in this contract, such change will be proposed in writing to the other party. The other party will acknowledge receipt of the proposal within 10 days and will have 60 days after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within said 60

day period, and confirmed in writing within five days thereafter. The party proposing any such change will have the right to withdraw the proposal any time prior to acceptance or rejection by the other party. Any such proposal will set forth a detailed explanation of the reason and basis for the proposed change, a complete statement of cost and benefits of the proposed change and the text of the desired amendment to this contract which would provide for the change. If the proposal is accepted, this contract will be amended to provide, for the change mutually agreed to by the parties on the condition that the amendment is approved by the Department of General Services, if necessary.

D. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this contract other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, Title 9, CCR, the Contractor will, prior to exercising any other remedy which may be available, provide the Department with written notice of the particulars of the dispute within 30 calendar days of the dispute. The Department will meet with the Contractor, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to the Contractor. The Department will provide a written response to the Contractor within 30 days of receipt of the Contractor's written notice.

E. Inspection Rights

The Contractor will allow the Department, HHS, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness¹ of services performed under this contract, and to inspect, evaluate, and audit any and all books, records, and facilities maintained by the Contractor and subcontractors, pertaining to such services at any time during normal business hours. Books **and** records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this contract including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the Contractor will furnish any such record, or copy thereof, to the Department or HHS. Authorized agencies will maintain the confidentiality of such books and records in accordance with applicable laws and regulations.

F. Notices

All notices to be given under this contract will be in writing and will be deemed to have been given when mailed, to the Department or the Contractor at the following addresses:

California Department of Mental Health
Technical Assistance and Training
Systems of Care Division
1600 Ninth Street, Room 120
Sacramento, CA 95814

Santa Cruz County Mental Health
Community Health Services
1400 Emeline Avenue
Santa Cruz, CA 95061
Attention: **Rama** Khalsa, Director

G. Budget Contingencies**1. Federal Budget**

- a. It is mutually agreed that, if the Congress does not appropriate **sufficient** funds for the program, the State has the option to void the contract or to amend the contract to reflect any reduction of funds. Such amendment will require Contractor approval.
- b. This contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.
- c. The State and the Contractor agree that if **Congress** enacts such changes during the term of this contract, both parties will meet and confer to renegotiate the terms of this contract affected by the restrictions, limitation, conditions or statute enacted by Congress.

2. State Budget

- a. This contract is subject to any restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Act or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner. The State and the Contractor agree that if statutory or regulatory changes occur during the term of the contract which affect this contract, both parties may renegotiate the terms of this contract affected by the statutory or regulatory changes.
- b. It is mutually agreed that if the Budget Act does not appropriate sufficient funds for the program in accordance with Article VII, this contract will be void and of no further force and effect. In such an event, the State will have no further liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this contract, and the Contractor will not be obligated to perform any provisions of this contract or to provide services intended to be funded pursuant to this contract.

H. Confidentiality

1. The parties to this agreement will comply with applicable laws and **regulations**, including but not limited to Section 5328 et seq. and Section 14100.2 of the W&I Code and Title 42, CFR, Section 431.300 et seq. regarding the confidentiality of beneficiary information.
2. The Contractor will protect from unauthorized disclosure, names and other identifying information concerning beneficiaries receiving services pursuant to this contract except for statistical information. The Contractor will not use identifying information for any purpose other than carrying out the Contractor's obligations under this contract.
3. The Contractor will not disclose, except as otherwise specifically permitted by state and federal laws and regulation or this contract or authorized by the beneficiary, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with state and federal laws.

4. For purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned to the individual.

I . **Nondiscrimination**

1. Consistent with the requirements of applicable federal or state law, the Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

2. During the performance of this contract, the **Contractor** and its subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, mental or physical handicap, medical conditions, marital status, age or sex. The Contractor and its subcontractors will comply with the Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (Title 2, CCR, Section 7285 et seq.). The Contractor will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing **Commission** implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2, CCR, are incorporated into this contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

3. The Contractor will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Welfare Agency, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

4. The Contractor will include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract.

5. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

J . **Patients' Rights**

The parties to this contract will comply with applicable laws, regulations and State policies relating to patients' rights.

K. **Relationship of the Parties**

The Department and the Contractor are, and **will** at all times be deemed to be, independent agencies. Each party to this agreement will be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this agreement. Nothing

herein contained will be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department, its agents and employees, will not be entitled to any rights or privileges of Contractor employees and will not be considered in any manner to be Contractor employees. The Contractor, its agents and employees, will not be entitled to any rights or privileges of state employees and will not be considered in any manner to be state employees.

L. **Severability**

If any provision of this contract or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or is found by a court to be in contravention of any federal or state law or regulation, the remaining provisions of this contract or the application thereof will not be invalidated thereby and will remain in full force and effect, and to that extent the provisions of this contract are declared severable.

M. **Waiver of Default**

Waiver of any default will not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this agreement will not be deemed to be a waiver of any other or subsequent breach, and will not be construed to be a modification of the terms of this contract.

N. **Drug-Free Workplace Certification**

By signing this contract, the Contractor hereby certifies that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a), to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace,
 2. the Contractor's policy of maintaining a drug-free workplace,
 3. any available counseling, rehabilitation and employee assistance programs, and
 4. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a) that every employee who works on the contract:

1. will receive a copy of the Contractor's drug-free policy statement, and
2. will agree to abide by the terms of the Contractor's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Contractor may be ineligible for award of future state contracts if the Department determines that any of the following has occurred: (1) the Contractor has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

ARTICLE IV -- TERM AND TERMINATION

A. T e r m

This contract will become effective on June 1, 1998 and will continue in full force and effect through June 30, 2000, subject to the provisions of Article III, Section G, because the State has currently appropriated and available for encumbrance only funds to cover costs through June 30, 1998.

B. Contract Renewal

This contract may be renewed unless good cause is shown for nonrenewal pursuant to Title 9, CCR, Section 1810.320. Renewal will be on an annual basis.

C. Contract Termination

The Department or the Contractor may terminate this contract in accordance with Title 9, CCR, Section 1810.325.

D. Mandatory Termination

The Department shall immediately terminate this contract in the event that the Director determines that there is an immediate threat to the health and safety of beneficiaries. The department shall terminate this contract in the event that the Secretary, HHS, determines that the contract does not meet the requirements for participation in the Medicaid program, Title XIX of the Social Security Act. Terminations under this section will be in accordance with Title 9, CCR, Section 1810.325.

E. Termination of Obligations

All obligations to provide covered services under this contract will automatically terminate on the effective date of any termination of this contract. The Contractor will be responsible for providing covered services to beneficiaries until the termination or expiration of the contract and will remain liable for the processing and payment of invoices and statements for covered services provided to beneficiaries prior to such expiration or termination.

ARTICLE V - DUTIES OF THE CONTRACTOR

In discharging its obligations under this contract, the Contractor shall perform the following:

A. Provision of Services

Provide, or arrange and pay for, covered services to beneficiaries, as defined for the purposes of this contract, of Santa Cruz County.

In determining whether a service is covered under this contract based on the diagnosis of the beneficiary, the Contractor may not exclude a beneficiary solely on the grounds that the provider making the diagnosis has used the international Classification of Diseases (ICD) diagnosis system rather than the system contained in the Diagnostic and Statistical Manual (DSM) of the American Psychiatric Association. For services provided pursuant to Section C, the Contractor will consider the following ICD-9 diagnoses codes as included. For any other service, the Contractor may consider these codes as included or may require the provider to use DSM IV.

Table 1 - Included ICD-9 Diagnoses - All Places of Services Except Hospital Inpatient

29500 -2989	29910 - 30089	301 0- 3016	3018 3019	3021 - - 3026	3028 - 3029	3071	3073	3075- 30789	3080- 3099
311- 31382	31 389 -3149	3321- 33399	7876						

Table 2 - Included ICD-9 Diagnoses - Place of Service Hospital Inpatient

29012 29021	29042 29043	2913 	2915- 29189	2921- 29212	29284	29500 29900	29910 - 30015	3002- 30089	301 0- 3015
30159 -3019	3071	3072 0- 3073	3075- 30789	3080- 3099	311- 31223	31233 - 31235	3124- 31323	3138- 31382	31389 -3149
7876									

B. Availability and Accessibility of Service

Ensure the availability and accessibility of adequate numbers of institutional facilities, service locations, service sites, and professional, allied and supportive personnel to provide medically necessary services, and ensure the authorization of services for urgent conditions on a one hour basis.

C. **Emergency Psychiatric Condition Reimbursement**

Pay for services for emergency psychiatric conditions received by a beneficiary from providers, whether or not the provider has a subcontract with the Contractor. Such services will not be subject to prior authorization by the Contractor.

D. **Organizational and Administrative Capability**

Have the organizational and administrative capabilities to carry out its duties and responsibilities under the contract. This will include as a minimum the following:

1. Designated persons, qualified by training or experience, to be responsible for the provision of covered services, authorization responsibilities and quality management duties.
2. Beneficiary problem resolution processes.
- 3.. Provider problem resolution and appeal processes.
4. Data reporting capabilities sufficient to provide necessary and timely reports to the Department.
5. Financial records and books of account maintained, using a generally accepted method of accounting, which fully disclose the disposition of all Medi-Cal program funds received.

E. **Quality Management**

Implement a Quality Management Program in accordance with Title 9, CCR, Section 1810.440 and Attachment A (consisting of three pages) and Attachment B (consisting of two pages), which are incorporated herein by reference, for evaluating the appropriateness and quality of the covered services provided to beneficiaries. References to the mental health plan (MHP) in Attachments A and B are references to the Contractor. Provide the Department with reports generated through the Quality Management Program on request.

F. **Beneficiary Records**

Maintain at a site designated by the Contractor for each beneficiary who has received services a legible record kept in detail consistent with Attachment C (consisting of three pages), which is incorporated herein by reference, and good professional practice which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment. References to the client in Attachment C are references to beneficiaries who have received services through the Contractor. If a beneficiary receives only psychiatric inpatient hospital services, the Contractor need not maintain a record for the beneficiary in addition to the record maintained by the facility, provided the Contractor and appropriate oversight entities have access to the facility's record as provided in Article VIII, Section 4.f.

G. Review Assistance

Provide any necessary assistance to the Department in its conduct of facility inspections and operational reviews of the quality of care being provided to beneficiaries, including providing the Department with any requested documentation or reports in advance of a scheduled on site review. Contractor will correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports.

H. Implementation Plan

Comply with the provisions of the Contractor's Implementation Plan for Consolidation of Medi-Cal Specialty Mental Health Services pursuant to Title 9, CCR, Section 1810.310, as approved by the Department, including the administration of beneficiary problem resolution processes as required by Title 9, CCR, Section 1850.205. Obtain written approval from the Department prior to making any changes to the Implementation Plan as approved by the Department. Contractor may implement the change after 30 calendar days if no notice is received from the Department, as provided in Title 9, CCR, Section 1810.310.

I. Memorandum of Understanding with Medi-Cal Managed Care Plans.

Enter into a Memorandum of Understanding-(MOU) with any Medi-Cal managed care plan serving the MHP's beneficiaries in accordance with Title 9, CCR, Section 1810.370. Notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU.

J. Cultural Competence Plan

Provide the Department with a Cultural Competence Plan that meets the requirements of Title 9, CCR, Section 1810.410, and the requirements of the Department's Information Notice Number 97-14, entitled "Plan for Culturally Competent Specialty Mental Health Services," dated October 6, 1997, no later than July 1, 1998, except that the organization and management assessment of individual and group providers will not be required until January 1, 1999.

K. Certification of Organizational Providers

Certify the organizational providers that subcontract with the Contractor to provide covered services in accordance with Title 9, CCR, Section 1810.435 and the requirements specified in Attachment D (consisting of two pages), which is herein incorporated by reference, prior to the date on which the provider begins to deliver services under the contract, and once every two years after that date, except as provided in Attachment D. If the Department has performed a similar certification of the provider for participation in the Short-Doyle/Medi-Cal program, certification by the Contractor is not required prior to delivery of services under this contract and the next certification will be due within two years. of the date of the last certification by the Department, except as provided in Attachment D.

L. Recovery from Other Sources or Providers

Recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other state or federal medical care program or under other contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance. The moneys recovered are retained by the Contractor; however, contractor claims for federal financial participation for **services** provided to beneficiaries under this contract will be reduced by the amount recovered.

M. Third-Party Tort and Casualty Liability Ins-

Make no claim for recovery of the value of covered services rendered to a **beneficiary** when such recovery would result from an action involving the tort liability of a third party or casualty liability insurance including workers' compensation awards and uninsured motorists coverage. The Contractor will identify and notify the State Department of Health Services of cases in which an action by the beneficiary involving the tort or casualty liability of a third party could result in recovery by the recipient of funds to which the State Department of Health Services has lien rights. Such cases will be referred to the State Department of Health Services within **10** days of discovery. To **assist the** State Department of Health Services in exercising its responsibility for such recoveries, the Contractor will meet the following requirements:

1. If the State Department Health Services requests payment information and/or copies of paid invoices/claims for covered services to a beneficiary, the Contractor will deliver the requested information within 30 days of the request. The value of the covered services will be calculated as the usual, customary and reasonable charge made to the general public for similar **services** or the amount paid to subcontracted providers or out of plan providers for similar services.

2. Information to be delivered will contain the following data items:

- a. Beneficiary name.
- b. Full 14 digit **Medi-Cal** number.
- c. Social Security Number.
- d. Date of birth.
- e. Contractor name.
- f. Provider name (if different from the Contractor)
- g. Dates of service.
- h. Diagnosis code and/or description of illness.
- i. Procedure code and/or description of services rendered.

j. Amount billed by a subcontractor or out of plan provider to the Contractor (if applicable).

k. Amount paid by other health insurance to the Contractor or subcontractor.

l. **Amount** and date paid by the Contractor to subcontractor or out of plan provider (if applicable).

m. Date of denial and reasons (if applicable).

3. The Contractor will identify to the State Department of Health Services the name, address and telephone number of the person responsible for receiving and complying with requests for mandatory and/or optional at-risk service information.

4. If the Contractor receives any requests by subpoena from attorneys, insurers or beneficiaries for copies of bills, The Contractor will provide the State' Department of Health Services with a copy of any document released as a result of such request, and will provide the name and address and telephone number of the requesting party.

5. Information reported to the State Department of Health **Services** pursuant to this Section will be sent to:, State Department of Health Services, Third Party Liability Branch, 591 North 7th Street, Sacramento, California 95814

N. Financial Resources

1. Maintain adequate financial resources to carry out its obligation under this contract.

2. Have sufficient funds on deposit with the Department in accordance with Section 5778(I), W&I Code as the matching funds necessary for Federal financial participation to ensure timely payment of claims for inpatient services and associated administrative days, if applicable.

O. Financial Report

Report the unexpended funds allocated pursuant to Article VII to the Department, using methods and procedures established by the Department, if payments under this contract exceed the cost of covered services, utilization review and administration. The Contractor will not be required to return any'excess to the Department.

P. B O O k s

Maintain such books and records necessary to disclose how the Contractor discharged its obligations under this contract. These books and records will disclose the quantity of covered services provided under this contract, the quality of those services, the manner and amount of payment made for those services, the beneficiaries eligible to receive covered services, the manner in which the Contractor administered its daily business, and the cost thereof.

Such books and records will include, but are not limited to, all physical records originated or prepared pursuant to the performance under this contract including working papers; reports submitted to the Department; financial records; all medical and treatment records, medical charts and prescription files; and other documentation pertaining to services rendered to beneficiaries. These books and records will be maintained for a minimum of five years from the termination date of this contract, or, in the event the Contractor has been duly notified that the Department, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

The Contractor agrees to place in each of its subcontracts, which are in **excess** of \$10,000 and utilize State funds, a provision that: "The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section **8546.7**)."

The Contractor will also be subject to the examination and audit of the State Auditor General for a period of three **years** after final payment under contract (Government Code, Section 8546.7).

Q. T r a n s f e r

Prior to the termination or expiration of this contract and upon request by the Department, the Contractor will assist the State in the orderly **transfer** of beneficiaries' mental health care. In doing this, the Contractor will make available to the Department copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor, necessary for efficient case management of beneficiaries, as determined by the Department. Costs of reproduction will be borne by the Department. In no circumstances will a beneficiary be billed for this service.

R. Department Policy Letters

Comply with policy letters issued by the Department to all Mental Health Plans as defined in Title 9, CCR, Section 1810.226. Policy letters will provide specific details of procedures established by the Department for performance of contract terms when procedures not covered in this agreement are determined to be necessary for performance under this agreement, but are not intended to change the basis and general terms of the contract.

S. Delegation

Ensure that any duties and obligations of the Contractor under this contract that are delegated to subcontracting entities meet the requirements of this contract and any applicable federal or state laws and regulations. The Contractor may delegate any duty or obligation under **this** contract unless delegation is specifically prohibited by this contract or by applicable federal or state laws and regulations. The Department will hold the Contractor responsible for performance of the Contractor's duties and obligations under this contract whether or not the duty or obligation is delegated to a subcontractor.

ARTICLE VI -- DUTIES OF THE STATE

In discharging its obligations under this contract, the State will perform the following duties:

A. **Payment for Services**

Pay the appropriate payments set forth in Article VII.

B. **Reviews**

Conduct reviews of access and quality of care at least once every 12 months and issue reports to the Contractor detailing findings, recommendations, and corrective action, as appropriate.

C. **Monitoring for Compliance**

Monitor the operation of the Contractor for compliance with the provisions of this contract, and applicable federal and state law and regulations. Such monitoring activities will include, but not be limited to, inspection and auditing of Contractor facilities, management systems and procedures, and books and records as the Department deems appropriate, at any time during the Contractor's or facility's normal business hours.

D. **Approval Process**

1. In the event the Contractor requests changes to its Implementation Plan, the Department will provide a Notice of Approval or a Notice of Disapproval including the reasons for the disapproval, to the Contractor within 30 calendar days after the receipt of the request from the Contractor. The Contractor may implement the proposed changes 30 calendar days from submission to the Department if the Department fails to provide a Notice of Approval or Disapproval.

2. The Department will act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to Article V, Section J. The Department will provide a Notice of Approval or a Notice of Disapproval including the reasons for the disapproval, to the Contractor within 60 calendar days after the receipt of the plan from the Contractor. The Contractor may implement the plan 60 calendar days from submission to the Department if the Department fails to provide a Notice of Approval or Disapproval.

3. The Department will act promptly to review requests from the Contractor for approval of subcontracts with providers that meet the conditions described in Title 9, CCR, Section 1810.438. The Department will act to approve or disapprove the reimbursement and related claiming and cost reporting issues included in the subcontract within 60 days of receipt of a request from the Contractor. If the Department disapproves the request, the Department will provide the Contractor with the reasons for disapproval.

E. **Certification of Organization Providers Owned or Operated by the Contractor**

Certify the organizational providers that are owned or operated by the Contractor in accordance with Title 9, CCR, Section 1810.435 and the requirements specified in Attachment D prior to the date on which the provider begins to deliver services under this contract and once every two years after that date, unless the Department determines an earlier date is necessary. If the Department has performed a similar certification of the provider for participation in the Short-Doyle/Medi-Cal program, certification by the Department is not prior to the date on which the provider begins to deliver services under this contract.

F. **Sanctions**

Apply oversight and sanctions in accordance with Title 9, CCR, Sections 1810.380 and 1810.385, to the Contractor for violations of the terms of this contract, and applicable federal and state law and regulations.

G. **Notification**

Notify beneficiaries of their Medi-Cal specialty mental health benefits and options available upon termination or expiration of this contract.

ARTICLE VII -- PAYMENT

A. Amounts Payable

The amount payable for the 1997-98 Fiscal Year ending June 30, 1998 is **\$128,188.00**. Any requirement of performance by the Department and the Contractor for the period of the contract subsequent to June 30, 1998 will be dependent upon the availability of future appropriations by the Legislature for the purpose of this contract.

The amount payable for the 1998-99 Fiscal Year ending June 30, 1999 and the amount payable for 1999-2000 Fiscal Year ending June 30, 2000 will be established pursuant to Section C.

B. Payment to the Contractor

The Contractor will receive a single payment for the full amount payable under Section A for the respective Fiscal Year within 60 calendar days of the determination of the amount by the Department in accordance with Title 9, CCR, Section 1810.330, or the enactment of the State Budget for the respective Fiscal Year, whichever is later.

C. Payment in Full

The amount payable under Section A, referred to hereafter **as the** allocation amount, constitutes payment in full by the Department of the State matching funds on behalf of beneficiaries for all covered services and for all utilization review and administrative costs incurred by the Contractor in providing or arranging for such services, except for covered **services**, other than psychiatric inpatient hospital services, provided to beneficiaries under 21 years of age who are eligible for the full scope of Medi-Cal benefits. State matching funds, in addition to the amount payable under Section A, for covered services, other than psychiatric inpatient hospital services, provided to beneficiaries under 21 years of age **who** are eligible for the full scope of Medi-Cal benefits will be paid in accordance with the Interagency Agreement between the Department and the State Department of Health Services, which provides the federal financial participation and specified state matching funds for the Medi-Cal specialty mental health services and related activities.

D. Determination of Allocation Amount

The allocation amount will be set annually on a formula basis as determined by the Department in consultation with a statewide organization representing counties pursuant to Section 5778, W&I Code. Allocation amounts for fiscal years after the initial fiscal year for which the contract is in effect will be effected through contract amendments and will be retroactive to the start of the respective fiscal year. In the event that there is a delay in the execution of the respective contract amendment beyond date that funding for the allocation amount is appropriated in the State Budget Act, the Department may make the payment to the Contractor as an interim payment, which will be considered payment under this contract once the amendment is executed.

E. Renegotiation or Adjustment of Allocation Amount

1. To the extent permitted by federal law, either the Department or the Contractor may request that contract negotiations of the allocation amount be reopened during the course of a contract due to substantial changes in the cost of covered services or related obligations that result from new legislative requirements affecting the scope of services or eligible population, or other unanticipated event. Any change in the allocation amount under this section is subject to the availability of funds. Any change in allocation amount will be retroactive to the effective date of the change authorizing the amendment.

2. The allocation amount may be changed pursuant to a change in the obligation of the Contractor as a result of a change in the obligations of a Medi-Cal managed care plan for services that would be covered by the Contractor if they were not covered by the Medi-Cal managed care plan, pursuant to Title 9, CCR, Section 1810.345 and Section 1810.350(a)(5). Any change in allocation amount will be retroactive to the effective date of the change authorizing the amendment.

F. Disallowances and Offsets

1. In the event of disallowances or offsets as a result of federal audit exceptions, the provisions of Section 5778(h), **W&I** Code will apply.

2. The Department will offset the state matching funds for payments made by the Medi-Cal fiscal intermediary pursuant to Section 5778(g), **W&I** Code, against any funds held by the Department on behalf of the Contractor.

G. Federal Financial Participation

Nothing in this contract shall limit the Contractor from being reimbursed appropriate federal financial participation for any covered services or utilization review and administrative costs even if the total expenditure for services exceeds the contract amount. Matching nonfederal funds will be provided by the Contractor for the federal financial participation matching requirement.

ARTICLE VIII -- SUBCONTRACTS

A. Subcontracts

1. No subcontract terminates the legal responsibility of the Contractor to the Department to assure that all activities under the contract are carried out.
2. All subcontracts must be in writing except those for seldom-used or unusual goods and services.
3. All inpatient subcontracts must require that subcontractors maintain necessary licensing and certification.
4. Each subcontract must contain:
 - a. Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from the Contractor.
 - b. Specification of the services to be provided.
 - c. Specification that the subcontract will be governed by and construed in accordance with all laws, regulations, and contractual obligations of the Contractor under this contract.
 - d. Specification of the term of the subcontract including the beginning and ending dates as well as methods of extension, renegotiation and termination.
 - e. The nondiscrimination and compliance provisions of this contract as described in Article III, Section I
 - f. Subcontractor's agreement to submit reports as required by the Contractor.
 - g. The subcontractor's agreement to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying by the Department, HHS, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at the subcontractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the Department's fiscal year in which the subcontract was in effect.
 - h. Subcontractor's agreement that assignment or delegation of the subcontract will be void unless prior written approval is obtained from the Contractor.
 - i. Subcontractor's agreement to hold harmless both the State and beneficiaries in the event the Contractor cannot or will not pay for services performed by the subcontractor pursuant to the subcontract.

Attachment A

Quality Improvement Program

- A. The Mental Health Plan (MHP) will have a written Quality Improvement (QI) Program Description, in which structure and processes are clearly defined with responsibility assigned to appropriate individuals. The following elements will be included in the QI Program Description:
- The QI Program Description will be evaluated annually and updated as necessary
 - The QI Program will be accountable to the MHP Director.
 - A licensed mental health staff person will have substantial involvement in QI Program implementation.
 - The MHP's practitioners, providers, consumers and family members will actively participate in the planning, design and execution of the QI Program.
 - The role, structure, function and frequency of meetings of the QI Committee and other relevant committees will be specified.
 - The QI Committee will oversee and be involved in QI activities
 - The QI Committee will recommend policy decisions; review and evaluate the results of QI activities; institute needed QI actions; and ensure follow-up of QI processes
 - Dated and signed minutes will reflect all QI Committee decisions and actions
 - The QI Program will coordinate with performance monitoring activities throughout the MHP, but not limited to, client and system outcomes, utilization management, credentialing, monitoring and resolution of beneficiary grievances and fair hearings and provider appeals, assessment of beneficiary and provider satisfaction, and clinical records review
 - Contracts with hospitals and with individual, group and organizational providers will require:
 - cooperation with the MHP's QI Program, and
 - access to relevant clinical records to the extent permitted by State and Federal laws by the MHP and other relevant parties.
- B. The QI Program will have an Annual QI Work Plan including the following:
- An annual evaluation of the overall effectiveness of the QI Program, demonstrating that QI activities have contributed to meaningful improvement in clinical care and beneficiary service, and describing completed and in-process QI activities:
 - Monitoring of previously identified issues, including tracking of issues over time; and
 - Objectives, scope, and planned activities for the coming year, including QI activities in each of the following areas:
 1. Monitoring the service delivery capacity of the MHP:
 - The MHP will implement mechanisms to assure the capacity of service delivery within the MHP
 - The MHP will describe the current number, types and geographic distribution of mental health services within its delivery system.
 - The MHP will set goals for the number, type, and geographic distribution of mental health services

2. Monitoring the accessibility of services:
 - In addition to meeting Statewide standards, the MHP will set goals for:
 - a. Timelines of routine mental health appointments;
 - b. Timeliness of services for urgent conditions;
 - c. Access to after-hours care; and
 - d. Responsiveness of the MHP's 24 hour, toll free telephone number.
 - The MHP will establish mechanisms to monitor the accessibility of mental health services, services for urgent conditions and the 24 hour, toll free telephone number
3. Monitoring beneficiary satisfaction
 - The MHP will implement mechanisms to ensure beneficiary or family satisfaction.
 - The MHP will assess beneficiary or family satisfaction by:
 - surveying beneficiary/family satisfaction with the MHP's services at least annually
 - evaluating beneficiary grievances and fair hearings at least annually; and
 - evaluating requests to change persons providing services at least annually
 - The MHP will inform providers of **the results** of beneficiary/family satisfaction activities
4. Monitoring the MHP's service delivery system and meaningful clinical issues affecting beneficiaries, including the safety and effectiveness of medication practices.
 - The scope and content of the **QI** Program will reflect the MHP's delivery system and meaningful clinical issues that affect its beneficiaries.
 - Annually the MHP will identify meaningful clinical issues that are relevant to its beneficiaries for assessment and evaluation.
 - These clinical issues will include a review of the safety and effectiveness of medication practices. The review will be under the supervision of a person licensed to prescribe or dispense prescription drugs
 - In addition to medication practices, other clinical issue(s) will be identified by the MHP.
 - The MHP will implement appropriate interventions when individual **occurrences** of potential poor quality are identified
 - At a minimum the MHP will adopt or establish quantitative measures to assess performance and to identify and prioritize area(s) for improvement
 - Providers, consumers and family members will evaluate the analyzed data to identify barriers to improvement that are related to clinical practice and/or administrative aspects of the delivery system
5. Monitoring continuity and coordination of care with physical health care providers and other human services agencies
 - The MHP will work to ensure that services are coordinated with physical health care and other agencies used by its beneficiaries
 - **When** appropriate, the MHP will exchange information in an effective and timely manner with other agencies used by its beneficiaries
 - The MHP will monitor the effectiveness of its MOU with Physical Health Care Plans
6. Monitoring provider appeals

The following process will be followed for each of the QI work plan activities #1- 6 identified above, to ensure the MHP monitoring the implementation of the QI Program, The MHP will follow the steps below for each of the QI activities:

1. collect and analyze data to measure against the goals, or prioritized areas of improvement that have been identified
2. identify opportunities for improvement and decide which opportunities to pursue
3. design and implement interventions to improve its performance
4. measure the effectiveness of the interventions

C. If the MHP delegates any QI activities, there will be evidence of oversight of the delegated activity by the MHP

- A written mutually agreed upon document will describe:
 - the responsibilities of the MHP and the delegated entity
 - the delegated activities
 - the frequency of reporting to the MHP
 - the process by which the MHP will evaluate the delegated entity's performance, and
 - the remedies, including revocation of the delegation, available to the MHP if the delegated entity does not fulfill its obligations
- Documentation will verify that the MHP:
 - evaluated the delegated entity's capacity to perform the delegated activities prior to delegation
 - approves the delegated entity's QI Program annually or as defined by contract terms
 - evaluates annually whether the delegated activities are being conducted in accordance with State and MHP Standards; and
 - has prioritized and addressed with the delegated entity those opportunities identified for improvement

Attachment B

Utilization Management Program

1. The MHP will have a written description of the Utilization Management (UM) program, in which structures and processes are clearly defined with responsibility assigned to appropriate individuals. The following elements will be included in the written UM program description:
 - a) Licensed mental health staff will have substantial involvement in UM program implementation.
 - b) A description of the authorization processes used by the MHP:
 - i) Authorization decisions will be made by licensed or "waivered/registered" mental health staff consistent with State regulations.
 - ii) Relevant clinical information will be obtained and used for authorization decisions. There will be a written description of the information that is collected to support authorization decision making.
 - iii) The MHP will use the statewide medical necessity criteria to make authorization decisions.
 - iv) The MHP will clearly document and communicate the reasons for each denial.
 - v) The MHP will send written notification to its beneficiaries and providers of the reason for each denial.
 - c) The MHP will provide the statewide medical necessity criteria to its providers, consumers, family members and others upon request.
 - d) Authorization decisions will be made in accordance with the statewide timeliness standards for authorization of services for urgent conditions established in state regulation.
 - e) The MHP will monitor the UM program to ensure it meets the established standards for authorization decision making, and take action to improve performance if it does not meet the established standards.
 - f) The MHP will include information about the beneficiary grievance and fair hearing processes in all denial or modification notifications sent to the beneficiary.
2. The MHP will evaluate the UM program as follows:
 - a) The UM program will be reviewed annually by the MHP, including a review of the consistency of the authorization process.
 - b) If an authorization unit is used to authorize services, at least every two years, the MHP will gather information from beneficiaries and providers regarding their satisfaction with the UM program, and address identified sources of dissatisfaction.
3. If the MHP delegates any UM activities, there will be evidence of oversight of the delegated activity by the MHP.
 - a) A written mutually agreed upon document will describe:
 - i) The responsibilities of the MHP and the delegated entity
 - ii) The delegated activities
 - iii) The frequency of reporting to the MHP
 - iv) The process by which the MHP evaluates the delegated entity's performance, and
 - v) The remedies, including revocation of the delegation, available to the MHP if the delegated entity does not fulfill its obligations.
 - b) Documentation will verify that the MHP:

- i) Evaluated the delegated entity's capacity to perform the delegated activities prior to delegation
- ii) Approves the delegated entity's UM program annually
- iii) Evaluates annually whether the delegated activities are being conducted in accordance with the State and MHP standards, and
- iv) Has prioritized and addressed with the delegated entity those opportunities identified for improvement.

Attachment C

Documentation Standards For Client Records

The documentation standards are described below under key topics related to client care. There is no requirement that the record have a specific document or section addressing these topics.

A. Assessments

1. The following areas will be included as appropriate as a part of a comprehensive client record.

- Relevant physical health conditions reported by the client will be prominently identified and updated as appropriate.
- Presenting problems and relevant conditions affecting the client's physical health and mental health status will be documented, for example: living situation, daily activities, social support.
- Documentation will describe client strengths in achieving client plan goals.
- Special status situations that present a risk to client or others will be prominently documented and updated as appropriate.
- Documentation will include medications that have been prescribed by mental health plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.
- Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities will be clearly documented
- A mental health history will be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.
- For children and adolescents, prenatal and perinatal events and complete developmental history will be documented.
- Documentation will include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the counter drugs.
- A relevant mental status examination will be documented.
- A five axis diagnosis from the most current DSM, or a diagnosis from the most current ICD, will be documented, consistent with the presenting problems, history, mental status evaluation and /or other assessment data.

2. Timeliness/Frequency Standard for Assessment

- The MHP will establish standards for timeliness and frequency for the above mentioned elements.

B. Client Plans

1. Client Plans will:

- have specific, observable or quantifiable goals

- identify the proposed type(s) of intervention
- have a proposed duration of intervention(s)
- be signed (or electronic equivalent) by :
 - the person providing the service(s), or
 - a person representing a team or program providing services, or
 - a person representing the MHP providing services
- when the client plan is used to establish that services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category,
 - a physician
 - a **licensed/“waivered”** psychologist
 - a **licensed/registered/waivered** social worker
 - a **licensed/registered/waivered** Marriage, Family and Child Counselor or
 - a registered nurse
- In addition,
 - client plans will be consistent with the diagnoses, and
 - the focus of intervention will be consistent with the client plan goals, and
 - there will be documentation of the client’s participation in and agreement with the plan. Examples of documentation include, but are not limited to, reference to the client’s participation and agreement in the body of the plan, client signature on the plan, or a description of the client’s participation and agreement in progress notes.
 - whenever feasible, client signature on the plan will be used as the means by which the MHP documents the participation of the client when
 - the client is a long term client as defined by the MHP, and
 - the client is receiving more than one type of service from the MHP
 - the MHP will give a copy of the client plan to the client on request.

2. Timeliness/Frequency of Client Plan:

- Will be updated at least annually.
- The MHP will establish standards for timeliness and frequency for the individual elements of the client plan described in item 2.

C. Progress Notes

1. Items that must be contained in the client record related to the client’s progress in treatment include:

- The client record will provide timely documentation of relevant aspects of client care
- Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions
- All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person’s professional degree, **licensure or** job title; and the relevant identification number, if applicable

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- All entries will include the date services were provided
- The record will be legible
- The client record will document referrals to community resources and other agencies, when **appropriate**
- The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:

Progress notes will be documented at the frequency by type of service indicated below:

a. Every Service Contact

- Mental Health Services
- Medical Support Services
- Crisis Intervention

b. Daily

- Crisis Residential
- Crisis Stabilization (1 x/23hr)

c. Weekly

- Day Treatment Intensive
- Day Rehabilitation
- Adult Residential

d. Other

- Psychiatric health facility services: notes on each shift
- Targeted Case Management: every service contact, daily, or weekly summary
- As determined by the MHP for other services.

Attachment D

Provider Certification by the Contractor or the Department

As a part of the organizational provider certification requirements in Article V, Section K, and Article VI, Section E, the Contractor and the Department respectively will verify that:

1. The organizational provider possesses the necessary license to operate, if applicable, and any required certification.
2. The space owned, leased or operated by the provider and used for services or staff meets local fire codes.
3. The physical plant of the site owned, occupied or leased by the provider and used for services or staff is clean, sanitary and in good repair.
4. The organizational provider establishes and implements maintenance policies for the site owned, occupied or leased by the provider and used for services or staff **to ensure** the safety and well being of beneficiaries and staff.
5. The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, and procedures for reporting unusual occurrences relating to health and safety issues.
6. The organizational provider maintains client records in a manner that meets the requirements of the Contractor pursuant to Article V, Section F, and applicable state and federal standards.
7. The organizational provider has staffing adequate to allow the Contractor to claim federal financial participation for the services the organizational provider delivers to beneficiaries, as described in Division 1, Chapter 11, Subchapter 4 of Title 9, CCR, when applicable.
8. The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
9. The organizational provider has as head of service a licensed mental health professional or other appropriate individual as described in Title 9, CCR, Sections 622 through 630.
10. For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. in particular:
 - A. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
 - B. Drugs intended for external use only or food stuffs are stored separately from drugs for internal use.

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- C. All drugs are stored at proper temperatures, room temperature drugs at 59-86 degrees F and refrigerated drugs at 36-46 degrees F.
- D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- E. Drugs are not retained after the expiration date. IM multi-dose vials are dated and initialed when opened.
- F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.
- G. Policies and procedures are in place for dispensing, administering and storing medications.

On-site certification is not required for hospital outpatient hospital departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off site.

For other organizational providers, on-site certification is required every two years. Additional certification reviews may become necessary if:

- a) The provider makes major staffing changes.
- b) The provider makes organizational and/or corporate structure changes (example: conversion from non profit status.)
- c) The provider adds day treatment or medication support services when medications will be administered or dispensed from the provider site.
- d) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).
- e) There is a change of ownership or location.
- f) There are complaints regarding the provider.
- g) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.