

COUNTY OF SANTA CRUZ



HEALTH SERVICES AGENCY
ADMINISTRATION

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

AGENDA: August 25, 1998

August 7, 1998

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

RE: Continuing Mental Health Agreements, 1998-99

Dear Members of the Board:

Attached are two (2) 1998-99 Community Mental Health contracts, each of which is on the County Administrative Officer's Continuing Agreements List – Section III.

Both are continuing contracts with increases in excess of 10% from the 1997-98 agreements. They are:

1. Contract No. 539A/C with Front Street, Inc. for various residential treatment facilities (Index 363149) and Willowbrook residential and various day treatment programs (Index 363149).
2. Contract No. 1460A with the Mental Health Client Action Network for a client directed activity center and related services (Index 363210).

Part of Contract 539A/C funds the Willowbrook residential and day treatment which was a mid-year addition in 1997-98 and is now fully funded for 1998-99. The remaining portion of this agreement supports a new Front Street day treatment program which is funded by redirecting resources from a residential component and by accepting \$243,600 in unanticipated Short-Doyle Medi-Cal revenue for this day treatment program. An expansion of the Willowbrook program is now underway and has been the subject of a Planning Commission hearing and review. The Planning Commission has authorized the expansion. This agreement funds the expanded Willowbrook program. If for any reason the project scope is reduced, the budget will be adjusted accordingly. No additional County dollars are required for the program at either a reduced or expanded level.

The 21% funding increase in 1998-99 for the agreement with the Mental Health Client Action Network (Contract 1460A) supports additional programming and services, primarily in the area of peer counseling.

It is, therefore, RECOMMENDED that your Board:

1. Adopt the attached resolution accepting and appropriating revenues of \$243,600; and
2. Approve the attached two 1998-99 Community Mental Health agreements: Contract No. 539A/C in the amount of \$2,834,600; and Contract No. 1460A in the amount of \$110,000 and authorize the Health Services Administrator to sign.

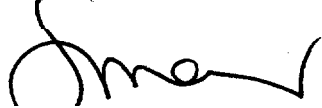
Sincerely,



Charles Moody
Health Services Agency Administrator

CM:PS:ep
Attachments

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Officer
Auditor-Controller
County Counsel
Health Services Agency Administration
Community Mental Health Administration

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

135

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
_____ program; and

WHEREAS, the County is a recipient of funds in the amount of \$ 243,600
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 \$ 243,600 into
Department Mental Health

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	363101	0624	Short-Doyle Medi-Cal	243,600

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

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	363149	4616		Other Charges	243,600

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. Meedy _____ at August 11, 1998
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 _____ 19____
by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS
NOES : SUPERVISORS
ABSENT: SUPERVISORS

Chair of the Board

ATTEST:

APPROVED AS TO ACCOUNTING DETAIL:

Clerk of the Board

Linda T. Chou, 8/13/98
Auditor-Controller

APPROVED AS TO FORM:

[Signature]

County Counsel
F L -

Distribution:
Auditor-Controller
County Council
County Administrative Officer
Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

137

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

FROM: Health Services Agency (Mental Health) (Dept.)
C Moody (Signature) 8/12/98 (Date)

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

- Said agreement is between the County of Santa Cruz, (Community Mental Health) (Agency) and, Front Street, Inc., 126 Front Street, Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide for residential care programs and residential treatment programs for adults with behavioral and emotional disorders? and for the operation of two day treatment programs.
- The agreement is needed to provide the above.
- Period of the agreement is from July 1, 1998 to June 30, 1999
- Anticipated cost is \$ 2,834,600 through June 30, 1999 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: On 1998-99 Continuing Agreements List - Section III (539 A/C)
- Appropriations are budgeted in 363149 (539A), 400 (539C), 200 (Index#) 4616 (Subject)

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

Appropriations are available and have been partially encumbered. / Contract No. C080539A/C Date 8/13/98

Subject to 98-99 Final Budget
Pending approval of Auditor \$243,600
GARY A. KNUTSON, Auditor - Controller
By Linda T. Chou 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: _____ (Analyst) By R. Kelly County Administrative Officer Date 8/18/98

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. 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 _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

County Department/Agency: The County of Santa Cruz through the HEALTH SERVICES AGENCY (Community Mental Health) 1400 Emeline Avenue, P.O. Box 962, Santa Cruz CA 95061-0962

Hereinafter called COUNTY and:

FRONT STREET, INC. 126 Front Street Santa Cruz, CA 95060 (\$31) 427-3387 or 464-8694

hereinafter called CONTRACTOR for residential care services at Opal Cliff Rehabilitation Center, Westbranch Manor, Kamson Rehabilitation Center, and Willowbrook; day rehabilitation services at Front Street and intensive day services at Willowbrook.

WHEREAS CONTRACTOR possesses certain skills, experience, education and competency to perform the special services and, COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and

WHEREAS pursuant to the provisions of California Government Code, Section 3 1000, and W & I Code, Sections 5775, et seq., the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

NOW, THEREFORE, the parties here to do mutually agree as set forth in:

Table with 2 columns: TITLE, EXHIBIT. Rows include Standard Mental Health Provisions (A), Standard County/Agency Provisions (B), Scope of Services and Budget (C), Medi-Cal & Medicare Requirements (D), Revisions (E).

Said exhibits attached hereto and incorporated into this Agreement by this reference.

IN WITNESS THEREOF COUNTY AND CONTRACTOR have executed this Contract Agreement to be effective:

JULY 1, 1998 through JUNE 30, 1999

CONTRACTOR By: [Signature] Ann Butler PRESIDENT

COUNTY By: [Signature] Charles Moody HEALTH SERVICES ADMINISTRATOR

Approved as to Form: [Signature] County Counsel

Approved as to Insurances: [Signature] Risk Management Division Chief

Index # 363149 Subobject # 46 16 Contract # CO80539A/C Amount \$2,834,600

Distribution: County Administrative Officer County Counsel Auditor-Controller Health Services Agency Community Mental Health Contractor

(Reserved for Clerk of the Board of Supervisors posting of minute order citation)

COUNTY OF SANTA CRUZ

EXHIBIT A - STANDARD MENTAL HEALTH PROVISIONS

This is an Agreement between the parties relating to the rendering of mental health services as defined in, and for which State reimbursement may be claimed under, the provisions of the Bronzan-McCorquodale Act (Part 2 of Division 5, Welfare and Institutions Code) and its accompanying regulations contained in Subchapter 3 of Title 9, California Code of Regulations, parts of which provide definitions, standards, and procedures by and pursuant to which such services may lawfully be provided. Services shall be provided under the general supervision of the Health Services Administrator or his designee. For the purposes of this Section, "designee", may include any permanent employee on the staff of such Administrator as may be appropriately designated to provide liaison, coordination, or supervision over the services described herein.

1. ADMINISTRATION:

COUNTY'S Director of Mental Health, or his or her designee, hereinafter called COUNTY'S ADMINISTRATOR, under direction of the Health Services Administrator, shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY. CONTRACTOR'S Executive Director shall administer this Agreement on behalf of CONTRACTOR.

2. NOTICE:

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the officials cited in Paragraph 1 above, for CONTRACTOR at the address cited on this Agreement's cover sheet, and for COUNTY at Community Mental Health, P.O. Box 962, Santa Cruz, CA 95061-0962, Attention: Director of Mental Health.

3. PROVISION OF SERVICES:

a. CONTRACTOR agrees to establish and conduct a program of mental health services under the Bronzan-McCorquodale Act services to persons with behavioral and emotional disorders who reside in Santa Cruz County and are eligible for treatment under the Santa Cruz County Performance Contract. All services rendered under this Agreement shall be subject to the supervision of the COUNTY'S Director of Mental Health and shall be provided in a manner consistent with the requirements of the Bronzan-McCorquodale Act; Subchapter 3 of Title 9, California Code of Regulations; and applicable ordinances and resolutions of the Santa Cruz County Board of Supervisors.

b. The COUNTY Director of Mental Health or his/her staff shall specify in writing the kind,

quality and amount of service which shall be provided to each eligible patient/client under this Agreement. Said service to be mutually agreed upon and fall within parameters of this Agreement.

c. CONTRACTOR agrees to provide services to program clients throughout the period of this Agreement.

d. As part of the State required Quality Assurance and Improvement Plan, CONTRACTOR shall develop a complaint and grievance process for use by clients and family members to express concerns about access to and/or quality of care. This process shall be in writing and available to the public. As part of this process, CONTRACTOR shall maintain a complaint log and provide an annual report on numbers and types of complaints, outcomes of the complaints, and system issues causing problems for patients.

e. Managed Care requires that each provider who delivers client services monitor its success helping clients avoid re-hospitalizations. Each CONTRACTOR shall develop and submit a monthly report to Mental Health Administration. This report shall include the names of clients enrolled in the program and a highlighting of clients admitted to the hospital in the prior calendar month. CONTRACTORS may obtain assistance from Mental Health Administration on how to gather the necessary data to be in compliance with this requirement.

f. Should CONTRACTOR provide services to client(s) whose payor source is a Health Maintenance Organization, CONTRACTOR shall receive prior approval from the HMO, otherwise the client shall be charged full cost for services provided; CONTRACTOR shall inform client(s) of this during the fee evaluation process or at the time of program admission.

g. Similarly, clients who receive funds distributed by a Trust of any kind shall be informed by CONTRACTOR during the fee evaluation process or at the time of program admission that they will be charged the full cost of services provided.

4. CONFORMANCE TO CR/DC:

It is agreed that the Cost Reporting/Data Collection Manual, an official publication of the State Department of Mental Health promulgated pursuant to the Bronzan-McCorquodale Act, establishes basic requirements to which a contract provider must adhere for approval by the State. CONTRACTOR agrees to comply with all applicable provisions of this manual and any amendments thereto, which by this reference is incorporated into and made a part of this Agreement. A manual will be provided to the CONTRACTOR on an annual basis.

a. Procedure for Complaint Process. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of race, color, religion, age, disability, national origin, gender, or sexual orientation shall be resolved by the State through the Department of Mental Health's Affirmative Action complaint process.

b. Notice of Complaint Process. CONTRACTOR shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination, or a violation of their civil rights with the Department of Mental Health.

5. RECORDS

a. Client Records. CONTRACTOR shall maintain individual records for each client. Such records shall include identifying data, social and financial data, and a record of services provided by various personnel in such sufficient detail to make possible an evaluation by COUNTY of services rendered. COUNTY, at its sole option, may take custody and be responsible for safeguarding CONTRACTOR'S client records upon termination of this Agreement. COUNTY and CONTRACTOR agree that records shall be maintained in conformity with all applicable confidentiality provisions of California and Federal law.

b. Right to Review. CONTRACTOR authorizes the State Department of Mental Health, the Health Administrator or his/her designee and/or designated auditors of the COUNTY or State, the right to inspect and otherwise evaluate the appropriateness and timeliness of services performed, and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and payments made pursuant to this Agreement. The State Department of Health shall have the same rights of inspection and evaluation of Medi-Cal services provided by CONTRACTOR pursuant to this Agreement.

c. Confidentiality of Client Records and Information. For the COUNTY'S Mental Health system (i.e., all Bronzan-McCorquodale funded providers) to provide coordinated, quality care, all COUNTY and Contract providers must be able to discuss and exchange relevant clinical and service needs information. This information must be exchanged when making referrals, accepting referrals or coordinating service delivery to a client. Consultation with the client regarding this exchange of information is required of the CONTRACTOR. CONTRACTOR is responsible for insuring that its ability to exchange client information within the Bronzan-McCorquodale provider system is maintained.

6. PAYMENT OF CLAIMS:

a. COUNTY agrees to pay CONTRACTOR on receipt of a properly submitted monthly claim in a form found agreeable by COUNTY certifying the extent of performance under this Agreement. Each claim shall be submitted to and approved by COUNTY'S Administrator prior to payment by COUNTY.

b. It is further agreed that the monthly claim will be based on the proposed budget and/or estimated units of service as presented in Exhibit C.

7. FULL COMPENSATION:

Pending any cost report adjustment, each claim so approved and paid shall constitute full and complete compensation to CONTRACTOR for the period covered by the claim. It is expressly understood and agreed that this Agreement constitutes the entire Agreement of CONTRACTOR and COUNTY and in no event shall CONTRACTOR be entitled to any compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.

8. PARTIAL PERFORMANCE:

In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY'S Administrator.

9. ACCOUNTS RECEIVABLE:

In the event that CONTRACTOR or COUNTY terminates this Agreement, the COUNTY shall retain its interest in the accounts receivable which was a result of the CONTRACTOR'S Bronzan-McCorquodale eligible service under this Agreement. The accounts receivable shall either be assigned to the COUNTY or shall be used to offset any amounts that may be due to CONTRACTOR resulting from such termination with said determination to be made by COUNTY.

10. BUDGET CONTROL:

CONTRACTOR may transfer up to 5% of total contract budget covered by this Agreement between budget categories or types of service. Transfers of greater amounts shall only be made with the advanced written permission of COUNTY'S Administrator.

11. COST REPORT:

CONTRACTOR agrees to submit a detailed cost report in the format prescribed by the State Department of Mental Health no later than **60 days after the end of the contract period**. The CONTRACTOR shall also submit a copy of the CONTRACTOR'S trial balance (statement of revenue and expenses) with the cost report. As a part of the cost report, CONTRACTOR will reconcile in writing the total units of service delivered under this Agreement to the units of service reported by CONTRACTOR to COUNTY'S data system. CONTRACTOR shall remit any unearned funds to the COUNTY at the time CONTRACTOR submits cost report.

12. PRODUCTIVITY:

CONTRACTOR shall develop and monitor individual written staff productivity standards which maximize direct services to clients. Monthly or quarterly reports of staff productivity will be submitted by the CONTRACTOR to the COUNTY. CONTRACTOR shall provide written productivity standards and a method of monitoring those standards to the COUNTY Administrator.

13. QUALITY IMPROVEMENT PARTICIPATION:

All CONTRACTORS who provide direct services to clients in the county shall participate in the Quality Improvement program. This includes weekly meetings providing review of clinical records, peer review, difficult case conferences, utilization review appeals, and client outcomes development and review.

14. COUNTY INVOLVEMENT REGARDING HIRING:

CONTRACTOR shall allow COUNTY to comment on the CONTRACTOR'S selection of an Executive Director, Program Administrator or Program Manager whose primary responsibility entails the operation of program(s) funded by this Agreement.

COUNTY OF SANTA CRUZ

EXHIBIT B - STANDARD COUNTY/AGENCY PROVISIONS

1. INDEPENDENT CONTRACTOR. It is agreed that CONTRACTOR shall perform as an independent contractor under this Agreement. CONTRACTOR is, for all purposes arising out of this Agreement, an independent contractor, and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR and its employees shall in no event be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or leave benefits. The Board of *Directors/Trustees* of CONTRACTOR shall be vested with the responsibility for the administration of the program to be conducted under this Agreement.

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

2. CONTRACTOR'S EMPLOYEES AND EQUIPMENT. CONTRACTOR agrees that it has secured or will secure at its own expense all persons, employees and equipment unless otherwise specified required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under CONTRACTOR'S supervision, by persons authorized by law to perform such services. If any arrangement is made whereby employees of COUNTY are used by CONTRACTOR, they shall, while engaged in such work be considered for all purposes, as employees, servants, or agents of the CONTRACTOR and not of COUNTY, irrespective of party paying them.
3. RESPONSIBILITY FOR INVENTORY ITEMS.
 - a. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.
 - b. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

4. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purpose of paragraphs 4 and 33 (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).
5. ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
6. INTEREST OF CONTRACTOR. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by him under this Agreement.
7. SUBCONTRACTS. All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTOR'S relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR, CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.
8. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this contract shall be used for any political activities or to further the election or defeat of any candidate for public office. No CONTRACTOR shall utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
9. LOBBYING. None of the funds provided under this contract shall be used for publicity or

propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R., Section 501(c)(3)-ib(3).

10. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
11. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.
12. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation and that no one will be refused services because of inability to pay for services.
 - a. Nondiscrimination in Services, Benefits and Facilities There shall be no discrimination in the provision of services because of race, color, religion, age, disability, national origin, gender, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation.
13. 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, pregnancy, sexual orientation, age (over 18), veteran status or any other nonmerit factor unrelated to job duties. Such action shall include, but not be 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.

“Discriminate, Discrimination or Discriminatory” - shall mean any act, policy or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person’s age, race, color, creed, religion, national origin, ancestry, disability, marital status, pregnancy, gender, or sexual orientation. “Discrimination” includes the assertion of an otherwise valid reason for action as a subterfuge or pretext for prohibited discrimination.

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 will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, 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 contract or with any of the said rules, regulations, or orders this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
 - (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 13b. 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.
14. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR’S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its

duties and responsibilities regarding such records under such statutes and regulations.

15. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
16. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
17. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
18. **EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
19. **PUBLICITY.** CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows:

This program is funded under a contract with the County of Santa Cruz.

20. **VOLUNTEERS.** CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

21. TRAVELING EXPENSES, FOOD AND LODGING.

a. CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed those applicable to regular COUNTY employees. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.

b. Private mileage reimbursement, if paid based upon miles driven, to CONTRACTOR'S employees when incurred in performance of duties under this Agreement shall be payable at a rate not to exceed COUNTY rates payable to COUNTY employees.

22. CONTRACTOR PERSONNEL STANDARDS. The CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY'S Administrator may review resumes of all CONTRACTOR'S employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

23. 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.

24. CHANGES.

a. COUNTY may from time to time request changes in the scope of the services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.

b. COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.

25. NOTICE OF POSSIBLE TERMINATION FOR CAUSE.

a. In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.

b. In the event of a termination pursuant to Paragraph 25a, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory

work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 25a reduced by the amount of damages sustained by COUNTY by reason of such breach.

26. **TERMINATION OF AGREEMENT WITHOUT CAUSE.** This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.
27. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement,
28. **EXTENSION OF TIME.** COUNTY'S Administrator may extend the time for completion of CONTRACTOR'S performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.
29. **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 last. 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, federal auditors or the designee of either for a period of five (5) years after final payment under this Agreement.

CONTRACTOR must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually if federal funds exceed \$300,000. A copy of the A-133 audit shall be submitted to COUNTY no later than eight (8) months following the end of the fiscal year being audited.

30. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
31. **DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit, performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exception by the COUNTY, State or Federal audit agency.
32. **OVERPAYMENTS.** Over payments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination, Over payments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.

33. INSURANCE.

a. 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.

b. If CONTRACTOR utilizes subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTOR'S Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

(1) Types of Insurance and Minimum Limits

(a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.

(b) 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.

(c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:

a) bodily injury, b) personal injury, c) broad form property damage, d) contractual liability, and e) cross-liability,

(d) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.

(e) CONTRACTOR agrees to carry and maintain during the entire term of this Agreement fire and extended coverage including theft insurance to adequately cover value of COUNTY'S inventoriable items in the possession of CONTRACTOR. Insurance policy must name COUNTY as the loss payee.

(2) Other Insurance Provisions

(a) 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.

(b) 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”.

(c) All required insurance policies shall be endorsed to contain the following clause:

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

(d) 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, P.O. Box 962, Santa Cruz, CA 95061.

34. SAFETY AND INFECTION CONTROL.

a. CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including bloodborne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

b. CONTRACTOR must, upon request, furnish documentation satisfactory to COUNTY'S Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.

c. CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTOR'S Safety and Infection Control Policy.

COUNTY OF SANTA CRUZ

EXHIBIT C -- Scope of Service and Budget

FRONT STREET, INC.

Part A

Provider: Front Street, Inc.
Provider No.: 4476
Program: **Opal Cliff Rehabilitation Center**
Program Address: 4795 Opal Cliff Drive, Santa Cruz, CA 95062
Provider Telephone: (831) 464-8694
Program Telephone: (831) 464-8694

Provider: Front Street, Inc.
Provider No.: 4439
Program: **Westbranch Manor**
Program Address: 2869 Westbranch Drive, San Jose, CA 95148
Provider Telephone: (831) 464-8694
Program Telephone: (831) 238-7342

Provider: Front Street, Inc.
Provider No.: 4476
Program: **Kamson Rehabilitation Center**
Program Address: 200 Kamson Way, Campbell, CA 95008
Provider Telephone: (831) 464-8694
Program Telephone: (831) 374-8240

1. PROGRAM INTENT

1.1 Primary Task: Front Street, Inc. operates the following programs which are reimbursed by this Agreement: **Opal Cliff Rehabilitation Center** provides room, board, **24-hour** care and supervision for 12 residents plus intensive programs certified by the Department of Mental Health; and **Westbranch Manor** and **Kamson Social Rehabilitation Center** which are both state licensed 6 bed Social Rehabilitation facilities.

1.2 Description of Services and Staffing:

Opal Cliff Rehabilitation Center is a State licensed and State certified Long-Term Social Rehabilitation program designed to promote and support residents for independent living and a successful return to the community and is an alternative to institutionalization. This program goes beyond maintenance and includes mental health services, prevocational and vocational programs. It is tailored to the needs and goals of individual residents through consultation, training, education, and collaborative treatment planning. Each resident will be a full partner in establishing their goals and program services required to develop their self-esteem, self-determination and dignity. This program is highly integrated with other County services necessary to provide supports and treatment to promote stable community living. In addition, Opal Cliff provides and maintains a limited number of supported housing units.

Westbranch Manor & Kamson Rehabilitation Center are both State licensed, 6 bed Social Rehabilitation facilities. Mental Health services that are not provided directly by Westbranch and Kamson staff are provided by Santa Cruz County Mental Health and/or its contractors. Both facilities utilize community resources such as Parks and Recreation, public transportation, libraries, community colleges, etc. to increase residents' social, recreational and independent living skills. Residents increase their utilization of Santa Cruz County treatment programs as they near discharge to facilitate transition to their home community. Westbranch and Kamson provide transportation services to Santa Cruz County seven days a week. The programming is similar to Opal Cliff described above. The residents typically are individuals transitioning from a State Hospital or out-of-county IMD. Both facilities are small and homelike with the ability to provide close supervision to individuals with special needs. Westbranch and Kamson, due to their small size, allow for greater input by residents and tailoring of service provision.

CONTRACTOR will provide COUNTY with quarterly reports detailing number of residents discharged or transferred to higher levels of care.

In addition, to the services described above, CONTRACTOR service provision shall include, but not be limited to, some or all of the following Medi-Cal Administrative Activities related to indirect patient care (as referenced in the County's Mental Health MAA Plan): Utilization Review/Quality Improvement (71 I), Medi-Cal Eligibility Intake/Benefit Assistance (715), Medi-Cal Outreach (717), Referral in Crisis Situations (713), Case Management of Non-Open Cases (718), General Administration (721), Day Program Support (741), Residential Support (751), Clinical Availability (761), Medi-Cal Contract Administration (724), MAA Related Training (719) General Mental Health Outreach (716) and Paid Time Off (731).

- 1.3 Description of Client Population: Seriously mentally ill adults who are residents of Santa Cruz County. The specific target population are adults who have required long-term institutional psychiatric care in the past, or are at risk of requiring long-term care without appropriate treatment supports.

Exhibit C, 1998-99

1.4 Staffing contract file.

2.0 SYSTEM INTENT

2.1 Geographic area serviced: County of Santa Cruz.

2.2 Quality Assurance Program: Community Care Licensing (all residential programs); Westbranch, Kamson, and Opal Cliff: State Department of Mental Health, Community Residential Treatment System Certification.

2.3 Organization and Administrative Structure: Contract file.

2.4 Internal System Affiliations: Agencies, programs within **Bronzan-McCorquodale** system, i.e. County of Santa Cruz Community Mental Health, Community Connection, Community Support Services, etc.

2.5 External System Affiliations: Santa Cruz City Schools, various residential care facilities, State Licensing and State Department of Mental Health.

2.6 Fair Hearing Practice: In-house Residential Council, conflict resolution with staff and CMH, House Policy Grievance Procedure; Community Care Licensing.

2.7 Community Care License: Shall be maintained at all times with all deficiencies corrected as required by the State Department of Community Care Licensing or State Department of Mental Health.

3.0 METHOD OF PAYMENT

a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

b. For the new fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances for July and August equal to $1/12^{\text{th}}$ per month of the prior year contract amount or $1/12^{\text{th}}$ of the new year amount, whichever is less. For the month of September, COUNTY agrees to provide CONTRACTOR with an advance equal to $1/12^{\text{th}}$ of the new year amount plus, if appropriate, an adjustment for the months of July and August. For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with a monthly advance equal to $1/12^{\text{th}}$ of the new year contract amount.

At the end of each quarter, COUNTY will review service data submitted by CONTRACTOR. If

CONTRACTOR has provided 95% or more of the quarterly units budgeted in Exhibit C, COUNTY will make full payments on the next **1/12th** claim submitted by CONTRACTOR; if CONTRACTOR falls short in providing 95% of budgeted quarterly units, COUNTY will reduce CONTRACTOR'S next claim by at least the number of units short times the negotiated rate for those particular units as specified in Exhibit C. COUNTY will compute these adjustments based on service data submitted by CONTRACTOR and entered into COUNTY'S data system.

If, in subsequent quarters of the fiscal year, CONTRACTOR provides total year-to-date units in excess of 95% of year-to-date budgeted units, COUNTY will restore previously subtracted amounts on the next claim,

S:98-99 Contracts
539 Part A (Front Street, Inc. 98)
8.3.98

LEGAL ENTITY: Front Street, Inc.

PROGRAM NAME: Front St., Opal Cliffs, Westbranch & Kamson

INDEX NUMBER: 363149

DATE: 8/1/98

CONTRACT #: CO8039A

FISCAL YEAR: 1 998/99

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT 3

CONTRACT TOTAL

Front St.	Opal Cliffs	Westbranch	Kamson			
4439	4476	44AT	44AU			
OS	OS	OS	OS			
60	65	65	65			
383,838	650,649	254,171	249,007			1,537,621

PROGRAM COMPONENT
 PROVIDER #
 MODE
 SERVICE FUNCTION
 CONTRACTOR'S COSTS

REVENUES

600,221	383,838	120,213	48,085			
600,221	383,838	120,213	48,085			
600,221	383,838	120,213	48,085			937,400

GRANTS
 PATIENT FEES
 PATIENT INSURANCE
 OTHER
 TOTAL REVENUES
 NET CONTRACT AMOUNT

FUNDING SOURCES

937,400	530,436	206,042	200,922			

MEDICAL (FFP & MATCH)
 MAC (FFP & MATCH)
 MEDICARE
 REALIGNMENT/COUNTY
 OTHER

101vi FUNDING SOURCES

937,400	530,436	206,042	200,922			
73,182	41,406	16,888	16,888			
1,010,582	571,842	221,930	216,810			
	16,359	5,159	1,923			
	110,84	115,41	112,75			
	102,82	107,15	104,48			

UNIT COST CALCULATION

CONTRACTOR'S COSTS
 3 0 m s DIRECT COSTS
 TOTAL DIRECT COSTS

UNITS OF SERVICE

COST PER UNIT - TOTAL

CONTRACT COST PER UNIT

COUNTY COST PER UNIT

The COUNTY agrees to purchase the number of Contract Units specified below at the Contract Cost Per Unit calculated above, up to the maximum shown in Net Contract Amount by type of service.

CONTRACT UNITS
 CONTRACT MEDICAL UNITS
 CONTRACT INDIGENT UNITS
 CONTRACT OTHER UNITS

16,359	5,159	1,923	1,923			
0	5,107	1,923	1,923			
0	0	0	0			
16,359	52	0	0			

COUNTY OF SANTA CRUZ

EXHIBIT C -- Scope of Service and Budget

FRONT STREET, INC.

Part C

Provider: Front Street, Inc.
 Provider No.: 4 4 A Z
 Program: **Willowbrook Adult Day Care**
 Program Address: 176 "A" Willowbrook Drive, Ben Lomond, CA 95005
 Provider Telephone: (831) 464-8694
 Program Telephone: (831) TBD

Provider: Front Street., Inc.
 Provider No.: TBD
 Program: **Willowbrook Residential Care**
 Program Address: 180 Willowbrook Drive, Ben Lomond, CA 95005
 Provider Telephone: (831) 464-8694
 Program Telephone: (831) 336-5196

Provider: Front Street, Inc.
Provider No.: **44AV**
Program: **Front Street Day Program**
Program Address: 126 "A" Front Street, Santa Cruz, CA 95060
Provider Telephone: (831) 464-8694
Program Telephone: (831) TBD

1. PROGRAM INTENT

1.1 Primary Task: Willowbrook Adult Day Care is a Day Treatment Intensive program for adult and older adult clients who are, or who have been, users of mental health services and have ongoing treatment needs.

Willowbrook Residential Care provides room, board, 24-hour care and supervision 7 days a week for up to 40 seriously mentally ill adults and older adults. The number of persons able to participate is conditional on the state license and the county use permit.

Front Street Day Program is a Day Rehabilitation program (full-day) for clients who are or have been frequent users of mental health services and psychiatric hospitalization

1.2 Description of Services and Staffing:

Willowbrook Adult Day Care is a **State** certified Day Treatment Intensive program - **full** day. Willowbrook will provide an organized and structured multi-disciplinary treatment and other clinical care to maximize the functioning of the clients who participate. The program will assist clients in decreasing symptoms or behaviors that can result in higher levels of care. Services will include, but are not limited to, assessment, evaluation, plan development, therapy, OT services, rehabilitation and collateral. The multi-disciplinary team includes a licensed social worker, occupational therapist, registered nurse, mental health rehabilitation specialists and aides. The team will work closely with County CMH Coordinators to achieve individual and program goals. Staff ratio is one QMHP to eight clients (**1:8**). Program is open 360 days per year. Program hours are: Monday-Friday **10:00 AM - 8:00 PM** and Saturday and Sunday: **12:00 PM - 6:00 PM**.

Willowbrook Residential Care includes a State licensed **6-bed** Residential Care Facility for the Elderly (RCFE) and a State licensed **34-bed** Adult Residential Facility (ARF). While these are the primary license designations it is understood that persons over 60 can live in the 34 bed facility with licensing approval that the program meets the needs of the residents. The residential care program assists residents to improve in a variety of skills such as maintaining good grooming and appearance, housekeeping, constructive use of leisure time, medical appointments and medication compliance. Willowbrook Residential Care includes weekly Resident Council meetings, house meetings, staff meetings, money management and structured activities. The goal is to assist those who wish to do so to move onto an increased level of independence. This facility is licensed for ambulatory and **non-**ambulatory persons.

Front Street Day Program is a State Department of Mental Health certified Day Rehabilitation program - full day (over 4 hours). Front Street will provide an organized and structured multidisciplinary treatment program as an alternative to hospitalization, avoiding placement in a more restrictive setting, or maintaining the client in a community setting. The program will assist clients in decreasing "at risk" behaviors that can result in higher levels of care. Services will include but are not limited to assessment, evaluation, plan development, therapy, rehabilitation and collateral. Multi-disciplinary team includes a licensed social worker, occupational therapist, registered nurse, mental health rehabilitation specialists and aides. The team will work closely with County Coordinators to achieve individual and program goals. Staff ratio is one QMHP to ten clients (**1:10**). Program is open six (6) days per week (Closed certain holidays). Program hours are Monday - Saturday, TBD.

In addition, to the services described above, CONTRACTOR service provision shall include, but not be limited to, some or all of the following **Medi-Cal** Administrative Activities related to indirect patient care (as referenced in the County's Mental Health **MAA** Plan): Utilization Review/Quality Improvement

(71 I), **Medi-Cal** Eligibility Intake/Benefit Assistance (715), **Medi-Cal** Outreach (717), Referral in Crisis Situations (713), Case Management of Non-Open Cases (718), General Administration (721), Day Program Support (741), Residential Support (751), and transportation.

Description of Client Population: Adults and older adults with dementia or psychiatric disabilities who are residents of Santa Cruz County. The facility is not a crisis facility or a drug abuse treatment program and residents must be screened to insure compatibility with the program and services. The program is not available to patients who are not capable of participating in the program and in a community setting in a safe and responsible manner.

1.4 Staffing r a c t f i l e .

2.0 SYSTEM INTENT

2.1 Geographic area serviced: County of Santa Cruz.

2.2 Quality Assurance Program: Community Care Licensing, State Department of Mental Health, and Santa Cruz County CMHS Coordinator reviews,

2.3 Organization and Administrative Structure: Contract file.

2.4 Internal System Affiliations: Agencies which are part of the Mental Health system of Care, Public Guardian's office, and other County agencies and programs.

2.5 External System Affiliations: Santa Cruz City Schools, various residential care facilities, State Licensing and State Department of Mental Health. All conditions of the COUNTY Permit and Environmental Health will be met by the CONTRACTOR. After the final permit issues are resolved and defined, neighborhood meetings for advise and involvement are recommended.

2.6 Fair Hearing Practice: In-house Residential Council, conflict resolution with staff and CMH, House Policy Grievance Procedure; Community Care Licensing.

2.7 Community Care License: Shall be maintained at all times with all deficiencies corrected as required by the State Community Care Licensing or State Department of Mental Health.

3.0 METHOD OF PAYMENT

- a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

- b. For the new fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances for these services equal to $1/12^{\text{th}}$ per month of the 1998-99 total dollars budgeted for this portion of the Agreement.
- c. At the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred for this portion of this Agreement. If CONTRACTOR has provided 90% or more of the quarterly costs budgeted in Exhibit C for this portion, COUNTY will make full payment on the next $1/12^{\text{th}}$ claim submitted by CONTRACTOR; if CONTRACTOR does not show 90% of budgeted costs, COUNTY will reduce CONTRACTORS next claim for Willowbrook day and residential services and Front St. Day services by that amount.

If, in subsequent quarters of the fiscal year, CONTRACTOR shows total year-to-date costs in excess of 90% of year-to-date budgeted costs, COUNTY will restore previously subtracted amounts on the next claim.

S:98-99 Contracts
539 Scope Part C (Willowbrook Res, Front St. Day) 98
4.20.98 Revised 8.3.98

LEGAL ENTITY: Front Street, Inc.
 PROGRAM NAME: Willowbrook & Front St. Day
 INDEX NUMBER: 363149

FISCAL YEAR: 1998199
 CONTRACT #: C080539C
 DATE: 8/1/98

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT 3

CONTRACT TOTAL

PROGRAM COMPONENT	Willowbrook	Frnt. St. Day							
PROVIDER #	TBD	44AV							
MODE	10								
SERVICE FUNCTION	85								
CONTRACTOR'S COSTS	2,180,352	1,693,152	487,200						

REVENUES									
GRANTS									
PATIENT FEES	283,152								
PATIENT INSURANCE									
OTHER									
TOTAL REVENUES	283,152								
NET CONTRACT AMOUNT	1,897,200	1,410,000	487,200						

FUNDING SOURCES	1,897,200	1,410,000	487,200						
MEDICAL (FFP & MATCH)									
MAC (FFP & MATCH)									
MEDICARE									
REALIGNMENT/COUNTY									
OTHER									
TOTAL FUNDING SOURCES	1,897,200	1,410,000	487,200						

UNIT COST CALCULATION	1,897,200	1,410,000	487,200						
CONTRACTOR'S COSTS	284,941	181,877	103,064						
COUNTY'S DIRECT COSTS									
TOTAL DIRECT COSTS	2,182,141	1,591,877	590,264						
UNITS OF SERVICE		10,800	6,120						
COST PER UNIT - TOTAL		147.40	96.45						
CONTRACT COST PER UNIT		130.56	79.61						
COUNTY COST PER UNIT		16.84	16.84						

CONTRACT UNITS
 CONTRACT MEDICAL UNITS
 CONTRACT INDIGENT UNITS
 CONTRACT OTHER UNITS

The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown in Net Contract Amount by type of service.

	1,800	6,120							
	10,800	6,120							
	0	0							
	0	0							

COUNTY OF SANTA CRUZ

EXHIBIT D -- MEDI-CAL & MEDICARE REQUIREMENTS

A. SHORT-DOYLE/MEDI-CAL SERVICES (SDMC)

If the CONTRACTOR provides services billed to SDMC, the following requirements apply:

1. Mutual Objectives

a. Both CONTRACTOR and COUNTY Desire:

(1) To assure that all Title XIX eligible clients are informed of the Medi-Cal program, and how to access it.

(2) To assure that assistance is provided to eligible individuals in determining their eligibility for participation in California's Medical plan.

(3) To assure the availability of early and appropriate interventions so that diagnosis, treatment, and rehabilitation occur in a timely manner.

(4) To assure that eligible individuals are aware of and understand, in culturally competent and language specific terms, the benefits of preventive and remedial care.

(5) To assure that health-related services provided to clients served by the CONTRACTOR are of sufficient amount, duration, and scope to correct or ameliorate the condition for which they were determined to be medically necessary.

2. The CONTRACTOR Agrees:

a. To provide a Medi-Cal cost report within 60 days after the end of the fiscal year which documents actual cost of providing Medi-Cal services. After the 60 day period, CONTRACTOR claims will be held for payment until the cost report is received.

b. To reimburse the COUNTY 50% of FFP paid for services in excess of costs upon submission of the cost report. This will be returned to the federal government by the COUNTY. This is based on total reimbursement for all Medi-Cal services paid in aggregate as calculated within the Short-Doyle/Medi-Cal cost report. This provision does not apply if the CONTRACTOR exceeds the contracted units of service by 10% or more.

- c. To complete accurate CDS data forms documenting services provided by clinical staff and enter the data into the COUNTY'S management information system within 5 days of service.
- d. To work with Mental Health Patient Accounting/Billing section to confirm current eligibility for Medi-Cal and Medicare benefits and assist clients in applying for benefits if appropriate.
- e. To document all services for a client in the medical record and to get approval for all planned services from the client's Coordinator.
- f. To provide support as requested for the Quality Improvement Committee.
- g. To reimburse the COUNTY for all audit exceptions and disallowances (which are determined by the Mental Health Director, or his/her designee, to be the responsibility of the CONTRACTOR) from either, 1) State audits (Fiscal & Quality Assurance); or 2) Quality Improvement Committee/UR denials.

This reimbursement shall be paid within thirty (30) days of the disallowance, unless the provider chooses to appeal pursuant to Short-Doyle/Medi-Cal procedures. When the outcome of appeal is determined, final settlement shall be made to the COUNTY within thirty days (30).

- h. To comply with all state requirements of Short-Doyle/Medi-Cal including Coordinated Services Quality Assurance, certification, staffing ratios, documentation requirements, service authorization, etc. These are reflected in the state manuals and implemented in the local Quality Management Plan. All providers are required to obtain, review, and remain in full compliance with the local Quality Management Plan and Utilization Review Plan.

To perform Medi-Cal Administrative and Outreach activities as an agent for the Santa Cruz County Health Services Agency, in order to improve the availability, accessibility, coordination, and appropriate utilization of preventive and remedial health care resources to Medi-Cal eligible individuals and their families (where appropriate), and to capture information using methods developed by the State (with training in these methods provided by the COUNTY) under the direction of the COUNTY. The activities to be included are as approved by the State Department of Mental Health. It is the responsibility of CONTRACTOR to remain current on the requirements for documentation of costs and activities as defined by the State.

The CONTRACTOR is responsible for providing the required Medi-Cal units of service as defined in Exhibit C of this Agreement. The COUNTY shall not reimburse CONTRACTOR for any non Medi-Cal units of service in excess of the number shown on the Budget page of Exhibit C. The COUNTY shall not cover any short-falls due to lack of productivity. The maximum amount of this Agreement may be amended per Section A.3.i of Exhibit D if actual Medi-Cal units of service delivered deviate significantly from the budgeted Medi-Cal units of service defined in Exhibit C of this Agreement.

The CONTRACTOR is responsible for monitoring services provided, the benefit status of clients, insuring the Mental Health Patient Accounting/Billing section receives current client eligibility status for billing, and working to correct any billing data errors.

3. The COUNTY Agrees:

- a. To provide Short-Doyle/Medi-Cal, patient accounting and billing services to all providers.
- b. To provide computer equipment for electronic mail, client data (PSP), billing and word processing systems. When equipment utilized by CONTRACTOR is COUNTY'S, COUNTY will provide maintenance, repair, and staff training.
- c. To provide CDS services and MIS reports to facilitate assignment of Coordinators and productivity.
- d. To provide Quality Assurance Training as requested by the provider.
- e. To provide medical records and clinical forms to all providers.
- f. To provide consultation and clinical supports based on specific services.
- g. To coordinate regarding client benefit and UMDAP status.
- h. Costs for COUNTY supports of direct services shall be included in the contract budget exhibit.

If the CONTRACTOR does not provide at least 90% of the Medi-Cal units of service defined in Exhibit C of this Agreement, or if the CONTRACTOR provides more than 110% of the Medi-Cal units of service defined in Exhibit C of this Agreement, the COUNTY may elect to amend this Agreement in order to increase or decrease the total contract amount based on the projected annual FFP. The COUNTY will furnish the CONTRACTOR quarterly reports detailing the estimated Medi-Cal units of service.

Final determination of whether the CONTRACTOR meets or exceeds the above Medi-Cal units of service standard will be made once all eligible units of service have been billed and adjudicated by the State. This will occur approximately 12 months after the end of this Agreement. However, if quarterly reports indicate that actual Medi-Cal units of service will either fail to meet the 90% standard, or exceed the 110% standard, the COUNTY reserves the right to amend this Agreement in order to increase or decrease the total contract amount based upon anticipated annual FFP before final adjudication of all units has occurred. This will not preclude subsequent amendments to this Agreement which reflect FFP and total contract amounts based upon final Medi-Cal units of service delivered

B. MEDICARE PARTIAL HOSPITALIZATION FOR COMMUNITY MENTAL HEALTH CENTERS

If the CONTRACTOR provides services billed to Medicare for partial hospitalization, the following requirements apply:

1. The CONTRACTOR Agrees:
 - a. To document services on CDS forms in compliance with Medicare billing requirements and the Medicare Plan of Care approved by a physician within 5 days of admittance of the program.
 - b. To complete the physician certification and 2 week updates to the Medicare plan.
 - c. To provide an assessment documenting medical necessity and the need for services as defined by the Aetna clinical policy by of August, 1995.
 - d. To provide complete clinical documentation of services in the medical record and all necessary documentation to comply with Aetna help letters and appeals.
 - e. To repay the COUNTY for any federal disallowances initiated by HCFA or the fiscal intermediary for the Medicare Partial Hospitalization program.
 - f. The CONTRACTOR is responsible for providing the required Medicare units of service as defined in Exhibit C of this Agreement. The COUNTY shall not cover any short-falls due to lack of productivity. The maximum amount of this Agreement may be amended per Section A.3.i of Exhibit D if actual Medicare units of service delivered deviate significantly from the budgeted Medicare units of service defined in Exhibit C of this Agreement. The CONTRACTOR is responsible for monitoring services provided, the

benefit status of clients, insuring the Mental Health Patient Accounting/Billing section receives current client eligibility status for billing, and working to correct any billing data errors.

2. The COUNTY Agrees:

- a. To provide training on Medicare requirements, documentation needs, etc.
- b. To bill for all services and provide patient accounting and computer supports.
- c. To provide training on Medicare Partial Hospitalization requirements, etc., and provide billing, patient accounts and computer support services related to the partial hospitalization program.
- d. To ensure that partial hospital services are part of an integrated service program with the goal and intent of avoiding hospitalizations.
- e. If the CONTRACTOR does not provide at least 90% of the Medicare units of service defined in Exhibit C of this Agreement, or if the CONTRACTOR provides more than 110% of the Medicare units of service defined in Exhibit C of this Agreement, the COUNTY may elect to amend this Agreement in order to increase or decrease the total contract amount based on the projected annual FFP. The COUNTY will furnish the CONTRACTOR quarterly reports detailing the estimated Medicare units of service.

Final determination of whether the CONTRACTOR meets or exceeds the above Medicare units of service standard will be made once all eligible units of service have been billed and adjudicated by the State. This will occur approximately 12 months after the end of this Agreement. However, if quarterly reports indicate that actual Medicare units of service will either fail to meet the 90% standard, or exceed the 110% standard, the COUNTY reserves the right to amend this Agreement in order to increase or decrease the total contract amount based upon anticipated annual FFP before final adjudication of all units has occurred. This will not preclude subsequent amendments to this Agreement which reflect FFP and total contract amounts based upon final Medicare units of service delivered.

- f. Provide Quality Improvement staff support to review and send materials to Aetna for help letters and appeals. Where appropriate, legal support for Aetna appeals shall also be provided by the County.



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Exhibit E, 1998-99

COUNTY OF SANTA CRUZ

Exhibit E

The provisions set forth below shall supersede and take place of the paragraph it replaces. All other provisions of this Agreement shall remain the same. Check and complete the appropriate box(es).

	There are <u>no</u> revised paragraphs in this Agreement
--	--

√	There <u>are</u> revised paragraphs in this Agreement
---	---

<p>Paragraph "10" of Exhibit "A" is hereby revised to read as follows:</p> <p>10. BUDGET CONTROL:</p> <p>CONTRACTOR may transfer up to 2 ½% of total contract budget covered by this Agreement between budget categories or types of service. Transfers of greater amounts shall only be made with the advanced written permission of COUNTY'S Administrator.</p>

	An Addition to said contract shall be as follows:
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S:98-99 Contracts
Front Street Exhibit E 98
7.3 1.98

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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~~168~~

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

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

C. Morady (Signature) 8/12/98 (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 Mental Health Client Action Network 1024-A Soquel Ave.-Santa Cruz. CA 95062 (Name & Address)

2. The agreement will provide a client directed activity center and related services.

3. The agreement is needed, to provide the above.

4. Period of the agreement is from July 1. 1998 to June 30. 1999

5. Anticipated cost is \$ 110,000 through June 30, 1999 (Fixed amount; Monthly rate, Not to exceed)

6. Remarks: On the 1998-99 Continuing Agreements List - Section III

7. Appropriations are budgeted in 363210 (Index#) (6a5b o b j e c t)

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

Appropriations are available and have been encumbered. Contract No. C081460A Date 8/13/98
are not available and will be encumbered.

Subject to 98-99 Final Budget

GARY A. KNUTSON, Auditor - Controller

By Frederic T. Chou 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).

County Administrative Officer

Remarks:

By D. Dinal Date 8/18/98

(Analyst)

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
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 _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

County Department/Agency: The County of Santa Cruz through the HEALTH SERVICES AGENCY (Community Mental Health) 1400 Emeline Avenue, P.O. Box 962, Santa Cruz CA 95061-0962

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Hereinafter called COUNTY and:

MENTAL HEALTH CLIENT ACTION NETWORK
1024-A Soquel Avenue
Santa Cruz, CA 95062
(831) 469-0462

hereinafter called CONTRACTOR for client directed activity center and related services.

WHEREAS CONTRACTOR possesses certain skills, experience, education and competency to perform the special services and, COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and

WHEREAS pursuant to the provisions of California Government Code, Section 31000, and W & I Code, Sections 5775, et seq., the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

NOW, THEREFORE, the parties here to do mutually agree as set forth in:

Table with 2 columns: TITLE and EXHIBIT. Rows include Standard Mental Health Provisions (A), Standard County/Agency Provisions (B), Scope of Services and Budget (C), and Revisions (E).

Said exhibits attached hereto and incorporated into this Agreement by this reference.

IN WITNESS THEREOF COUNTY AND CONTRACTOR have executed this Contract Agreement to be effective:

JULY 1, 1998 through JUNE 30, 1999

CONTRACTOR
By: Bonnie Schell
Bonnie Schell
EXECUTIVE DIRECTOR

COUNTY
By: Charles Moody
Charles Moody
HEALTH SERVICES ADMINISTRATOR

Approved as to Form
County Counsel

Approved as to Insurances:
Risk Management Division Chief

Index # 363210
Subobject # 3665
Contract # CO81460A
Amount \$110,000

Distribution:
County Administrative Officer
County Counsel
Auditor-Controller
Health Services Agency
Community Mental Health
Contractor

(Reserved for Clerk of the Board of Supervisors posting of minute order citation)

COUNTY OF SANTA CRUZ

EXHIBIT A - STANDARD MENTAL HEALTH PROVISIONS

This is an Agreement between the parties relating to the rendering of mental health services as defined in, and for which State reimbursement may be claimed under, the provisions of the Bronzan-McCorquodale Act (Part 2 of Division 5, Welfare and Institutions Code) and its accompanying regulations contained in Subchapter 3 of Title 9, California Code of Regulations, parts of which provide definitions, standards, and procedures by and pursuant to which such services may lawfully be provided. Services shall be provided under the general supervision of the Health Services Administrator or his designee. For the purposes of this Section, "designee", may include any permanent employee on the staff of such Administrator. as may be appropriately designated to provide liaison, coordination, or supervision over the services described herein.

1. ADMINISTRATION:

COUNTY'S Director of Mental Health, or his or her designee, hereinafter called COUNTY'S ADMINISTRATOR, under direction of the Health Services Administrator, shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY. CONTRACTOR'S Executive Director shall administer this Agreement on behalf of CONTRACTOR.

2. NOTICE:

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the officials cited in Paragraph 1 above, for CONTRACTOR at the address cited on this Agreement's cover sheet, and for COUNTY at Community Mental Health, P.O. Box 962, Santa Cruz, CA 950610962, Attention: Director of Mental Health.

3. PROVISION OF SERVICES:

a. CONTRACTOR agrees to establish and conduct a program of mental health services under the Bronzan-McCorquodale Act services to persons with behavioral and emotional disorders who reside in Santa Cruz County and are eligible for treatment under the Santa Cruz County Performance Contract. All services rendered under this Agreement shall be subject to the supervision of the COUNTY'S Director of Mental Health and shall be provided in a manner consistent with the requirements of the Bronzan-McCorquodale Act; Subchapter 3 of Title 9, California Code of Regulations; and applicable ordinances and resolutions of the Santa Cruz County Board of Supervisors.

b. The COUNTY Director of Mental Health or his/her staff shall specify in writing the kind,

Exhibit A, 1998-99

quality and amount of service which shall be provided to each eligible patient/client under this Agreement. Said service to be mutually agreed upon and fall within parameters of this Agreement.

c. CONTRACTOR agrees to provide services to program clients throughout the period of this Agreement.

d. As part of the State required Quality Assurance and Improvement Plan, CONTRACTOR shall develop a complaint and grievance process for use by clients and family members to express concerns about access to and/or quality of care. This process shall be in writing and available to the public. As part of this process, CONTRACTOR shall maintain a complaint log and provide an annual report on numbers and types of complaints, outcomes of the complaints, and system issues causing problems for patients.

e. Managed Care requires that each provider who delivers client services monitor its success helping clients avoid re-hospitalizations. Each CONTRACTOR shall develop and submit a monthly report to Mental Health Administration. This report shall include the names of clients enrolled in the program and a highlighting of clients admitted to the hospital in the prior calendar month. CONTRACTORS may obtain assistance from Mental Health Administration on how to gather the necessary data to be in compliance with this requirement.

f. Should CONTRACTOR provide services to client(s) whose payor source is a Health Maintenance Organization, CONTRACTOR shall receive prior approval from the HMO, otherwise the client shall be charged full cost for services provided; CONTRACTOR shall inform client(s) of this during the fee evaluation process or at the time of program admission.

g. Similarly, clients who receive funds distributed by a Trust of any kind shall be informed by CONTRACTOR during the fee evaluation process or at the time of program admission that they will be charged the full cost of services provided.

4. CONFORMANCE TO CR/DC:

It is agreed that the Cost Reporting/Data Collection Manual, an official publication of the State Department of Mental Health promulgated pursuant to the Bronzan-McCorquodale Act, establishes basic requirements to which a contract provider must adhere for approval by the State. CONTRACTOR agrees to comply with all applicable provisions of this manual and any amendments thereto, which by this reference is incorporated into and made a part of this Agreement. A manual will be provided to the CONTRACTOR on an annual basis.

a. Procedure for Complaint Process. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of race, color, religion, age, disability, national origin, gender, or sexual orientation shall be resolved by the State through the Department of Mental Health's Affirmative Action complaint process.

Exhibit A, 1998-99

b. Notice of Complaint Process. CONTRACTOR shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination, or a violation of their civil rights with the Department of Mental Health.

5. RECORDS

a. Client Records. CONTRACTOR shall maintain individual records for each client. Such records shall include identifying data, social and financial data, and a record of services provided by various personnel in such sufficient detail to make possible an evaluation by COUNTY of services rendered. COUNTY, at its sole option, may take custody and be responsible for safeguarding CONTRACTOR'S client records upon termination of this Agreement. COUNTY and CONTRACTOR agree that records shall be maintained in conformity with all applicable confidentiality provisions of California and Federal law.

b. Right to Review. CONTRACTOR authorizes the State Department of Mental Health, the Health Administrator or his/her designee and/or designated auditors of the COUNTY or State, the right to inspect and otherwise evaluate the appropriateness and timeliness of services performed, and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and payments made pursuant to this Agreement. The State Department of Health shall have the same rights of inspection and evaluation of Medi-Cal services provided by CONTRACTOR pursuant to this Agreement.

c. Confidentiality of Client Records and Information. For the COUNTY'S Mental Health system (i.e., all Bronzan-McCorquodale funded providers) to provide coordinated, quality care, all COUNTY and Contract providers must be able to discuss and exchange relevant clinical and service needs information. This information must be exchanged when making referrals, accepting referrals or coordinating set-vice delivery to a client. Consultation with the client regarding this exchange of information is required of the CONTRACTOR. CONTRACTOR is responsible for insuring that its ability to exchange client information within the Bronzan-McCorquodale provider system is maintained.

6. PAYMENT OF CLAIMS:

a. COUNTY agrees to pay CONTRACTOR on receipt of a properly submitted monthly claim in a form found agreeable by COUNTY certifying the extent of performance under this Agreement. Each claim shall be submitted to and approved by COUNTY'S Administrator prior to payment by COUNTY.

b. It is further agreed that the monthly claim will be based on the proposed budget and/or estimated units of service as presented in Exhibit C.

7. FULL COMPENSATION:

Pending any cost report adjustment, each claim so approved and paid shall constitute full and complete compensation to CONTRACTOR for the period covered by the claim. It is expressly understood and agreed that this Agreement constitutes the entire Agreement of CONTRACTOR and COUNTY and in no event shall CONTRACTOR be entitled to any compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.

8. PARTIAL PERFORMANCE:

In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY'S Administrator.

9. ACCOUNTS RECEIVABLE:

In the event that CONTRACTOR or COUNTY terminates this Agreement, the COUNTY shall retain its interest in the accounts receivable which was a result of the CONTRACTOR'S Bronzan-McCorquodale eligible service under this Agreement. The accounts receivable shall either be assigned to the COUNTY or shall be used to offset any amounts that may be due to CONTRACTOR resulting from such termination with said determination to be made by COUNTY.

10. BUDGET CONTROL:

CONTRACTOR may transfer up to 5% of total contract budget covered by this Agreement between budget categories or types of service. Transfers of greater amounts shall only be made with the advanced written permission of COUNTY'S Administrator.

11. COST REPORT:

CONTRACTOR agrees to submit a detailed cost report in the format prescribed by the State Department of Mental Health **no later than 60 days after the end of the contract period.** The CONTRACTOR shall also submit a copy of the CONTRACTOR'S trial balance (statement of revenue and expenses) with the cost report. As a part of the cost report, CONTRACTOR will reconcile in writing the total units of service delivered under this Agreement to the units of service reported by CONTRACTOR to COUNTY'S data system. CONTRACTOR shall remit any unearned funds to the COUNTY at the time CONTRACTOR submits cost report.

12. PRODUCTIVITY:

CONTRACTOR shall develop and monitor individual written staff productivity standards which maximize direct services to clients. Monthly or quarterly reports of staff productivity will be submitted by the CONTRACTOR to the COUNTY. CONTRACTOR shall provide written productivity standards and a method of monitoring those standards to the COUNTY Administrator.

13. QUALITY IMPROVEMENT PARTICIPATION:

All CONTRACTORS who provide direct services to clients in the county shall participate in the Quality Improvement program. This includes weekly meetings providing review of clinical records, peer review, difficult case conferences, utilization review appeals, and client outcomes development and review.

14. COUNTY INVOLVEMENT REGARDING HIRING:

CONTRACTOR shall allow COUNTY to comment on the CONTRACTOR'S selection of an Executive Director, Program Administrator or Program Manager whose primary responsibility entails the operation of program(s) funded by this Agreement.

COUNTY OF SANTA CRUZ

EXHIBIT B - STANDARD COUNTY/AGENCY PROVISIONS

1. **INDEPENDENT CONTRACTOR.** It is agreed that CONTRACTOR shall perform as an independent contractor under this Agreement. CONTRACTOR is, for all purposes arising out of this Agreement, an independent contractor, and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR and its employees shall in no event be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or leave benefits. The Board of Directors/Trustees of CONTRACTOR shall be vested with the responsibility for the administration of the program to be conducted under this Agreement.

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

2. **CONTRACTOR'S EMPLOYEES AND EQUIPMENT.** CONTRACTOR agrees that it has secured or will secure at its own expense all persons, employees and equipment unless otherwise specified required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under CONTRACTOR'S supervision, by persons authorized by law to perform such services. If any arrangement is made whereby employees of COUNTY are used by CONTRACTOR, they shall, while engaged in such work be considered for all purposes, as employees, servants, or agents of the CONTRACTOR and not of COUNTY, irrespective of party paying them.

3. **RESPONSIBILITY FOR INVENTORY ITEMS.**

a. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

b. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

4. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purpose of paragraphs 4 and 33 (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).
5. ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
6. INTEREST OF CONTRACTOR. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by him under this Agreement.
7. SUBCONTRACTS. All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTOR'S relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.
8. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this contract shall be used for any political activities or to further the election or defeat of any candidate for public office. No CONTRACTOR shall utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Nether the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office,
9. LOBBYING. None of the funds provided under this contract shall be used for publicity or

propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R., Section 501 (c)(3)-ib(3).

10. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
11. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.
12. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation and that no one will be refused services because of inability to pay for services.
 - a. Nondiscrimination in Services, Benefits and Facilities There shall be no discrimination in the provision of services because of race, color, religion, age, disability, national origin, gender, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation.
13. 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, pregnancy, sexual orientation, age (over 18), veteran status or any other nonmerit factor unrelated to job duties. Such action shall include, but not be 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.

“Discriminate, Discrimination or Discriminatory” - shall mean any act, policy or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person’s age, race, color, creed, religion, national origin, ancestry, disability, marital status, pregnancy, gender, or sexual orientation. “Discrimination” includes the assertion of an otherwise valid reason for action as a subterfuge or pretext for prohibited discrimination.

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 will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, 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 contract or with any of the said rules, regulations, or orders this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
 - (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 13b. 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.
14. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR’S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its

duties and responsibilities regarding such records under such statutes and regulations.

15. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
16. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
17. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
18. **EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
19. **PUBLICITY.** CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows:

This program is funded under a contract with the County of Santa Cruz.
20. **VOLUNTEERS.** CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

21. TRAVELING EXPENSES, FOOD AND LODGING.

a. CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed those applicable to regular COUNTY employees. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.

b. Private mileage reimbursement, if paid based upon miles driven, to CONTRACTOR'S employees when incurred in performance of duties under this Agreement shall be payable at a rate not to exceed COUNTY rates payable to COUNTY employees.

22. CONTRACTOR PERSONNEL STANDARDS. The CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY'S Administrator may review resumes of all CONTRACTOR'S employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

23. 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.

24. CHANGES.

a. COUNTY may from time to time request changes in the scope of the services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.

b. COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.

25. NOTICE OF POSSIBLE TERMINATION FOR CAUSE.

a. In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.

b. In the event of a termination pursuant to Paragraph 25a, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory

work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 25a reduced by the amount of damages sustained by COUNTY by reason of such breach.

26. TERMINATION OF AGREEMENT WITHOUT CAUSE. This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.
27. TERMINATION DUE TO CESSATION OF FUNDING. COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
28. EXTENSION OF TIME. COUNTY'S Administrator may extend the time for completion of CONTRACTOR'S performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.
29. 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 last. 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, federal auditors or the designee of either for a period of five (5) years after final payment under this Agreement.

CONTRACTOR must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually if federal funds exceed \$300,000. A copy of the A-133 audit shall be submitted to COUNTY no later than eight (8) months following the end of the fiscal year being audited.

30. WITHHOLDING OF PAYMENT. COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
31. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS. CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNN which is later disallowed based on an audit, performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exception by the COUNN, State or Federal audit agency.
32. OVERPAYMENTS. Over payments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Over payments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.

33. INSURANCE.

a. 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 in excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

b. If CONTRACTOR utilizes subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTOR'S Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

(1) Types of insurance and Minimum Limits

(a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.

(b) 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.

(c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:

a) bodily injury, b) personal injury, c) broad form property damage, d) contractual liability, and e) cross-liability.

(d) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.

(e) CONTRACTOR agrees to carry and maintain during the entire term of this Agreement fire and extended coverage including theft insurance to adequately cover value of COUNTY'S inventoriable items in the possession of CONTRACTOR. Insurance policy must name COUNTY as the loss payee.

(2) Other Insurance Provisions

(a) 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.

(b) 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".

(c) All required insurance policies shall be endorsed to contain the following clause:

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

(d) 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, P.O. Box 962, Santa Cruz, CA 95061.

34. SAFETY AND INFECTION CONTROL.

a. CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

b. CONTRACTOR must, upon request, furnish documentation satisfactory to COUNTY'S Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.

c. CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTOR'S Safety and Infection Control Policy.

COUNTY OF SANTA CRUZ

EXHIBIT C -- Scope of Service and Budget

Mental Health Client Action Network

The Mental Health Client Action Network (MHCAN) is a self-help agency for current mental health clients and former recipients of psychiatric services who are accepted into the client community.

A. CONTRACTOR shall provide the following:

SERVICE OBJECTIVE 1: MAINTAIN A DROP-IN CENTER FOR ADULTS WITH MENTAL DISABILITIES

Evaluation Indicators	Time for Completion	Responsibility
Remain open on holidays when County offices are closed, except for July 4 th , Thanksgiving, and New Year's Day.	N/A	staff cooperation
Two part-time permanent staff will be on duty during the 24-28 open hours a week, 5-6 days.	On-going	Executive Director (ED)
Provide seating and attention for an average of 20 persons per day.	On-going review of attendance data & complaints	Receptionist and volunteers (trained)

SERVICE OBJECTIVE 2: PROVIDE ACCESS TO RESOURCES AND SKILLS NECESSARY FOR INDIVIDUALS TO REACH DESIRED GOALS

Evaluation Indicator	Time for Completion	Responsibility
Provide 9 job roles that permit clients to take responsibility	on-going	ED; mentoring of employees by Board.
Provide scholarships for at least 2 consumers to Regional Conferences	on-going	ED
Offer at least 10 hr. per week of professional level arts, music and writing instruction by persons who have a serious and persistent mental illness.	give 3 volunteers chance to try ideas for workshops	ED
Advocate at county, state, and federal level for policies that do not financially penalize people trying to work and become independent.	at every opportunity	ED and staff

Serve as a clearing house for current lists of support groups offered by all county and private agencies which are open to people with mental health disorders.	4 updates a year	Staff
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SERVICE OBJECTIVE 2.1: PROVIDE PRE-EMPLOYMENT COUNSELING AND RETURN TO SCHOOL SUPPORT

Evaluation Indicator	Time for Completion	Responsibility
Create volunteer opportunities for 6 qualified people to give them a recent work history, references and evidence of competence.	May '99	ED
Refer at least 6 individuals to Disabled Student Services at Cabrillo, give encouraging support to meet deadlines.	6/99; Schedule computer for homework	ED, Staff
Assist clients with typing/printing resumes, applications, and cover letters.	review work with contract monitor 4X	Receptionist/Typist/ED

SERVICE OBJECTIVE 2.2: TRAIN AND EXPLORE EFFECTIVE USE OF PEER COUNSELORS/ASSISTANTS.

Evaluation Indicator	Time for Completion	Responsibility
At least 4 Peer Counseling groups (8 hr. ea. wk) will regularly address the issues such as dependency, disability and poverty.	2nd Qtr	
Recruit Trainees for mini-training event.	February '99	Coordinator and ED
Start Mood Matters/DMDA	by April-May 1999	Volunteers
Recruit licensed clinician to meet at least twice a month with peer counselors.	October 1998	ED and contract monitor

SERVICE OBJECTIVE 3: MAINTAIN PRINCIPLE OF INCLUSION FOR HOMELESS MEMBERS OF COMMUNITY, PERSONS WITH AIDS, COMBINED PHYSICAL AND MENTAL DISABILITIES, AND WIDER TARGET POPULATION UNDER MANAGED CARE PLAN.

Evaluation Indicator	Time for Completion	Responsibility
Offer acceptance, socialization, personal hygiene items, an address, and donated food.		Advice from downtown outreach worker staff
Monitor attendance at Saturday Club	Quarterly with monitor	
Encourage voter registration - how many	3 rd Quarter	Admin. Assistant

SERVICE OBJECTIVE 4: IMPROVE RESPONSIVENESS OF MENTAL HEALTH ENVIRONMENT TO THE EXPRESSED NEEDS OF MENTAL HEALTH SERVICE RECIPIENTS

Evaluation Indicator	Time for Completion	Responsibility
As a body serve as Consumer Liaison for consultation.		ED
Involve new volunteers in observing policy making process and county implementation of Managed Care.	Schedule different persons to attend LMHB or Planning meetings monthly	ED
Further clients involvement in mental health policy making.	Respond to any County request for opinions or surveys within 2 weeks	ED and Staff
Publish client-written and produced newsletter.	Quarterly	ED and Staff
Set up at least 4 focus groups with the mental health director. One event will feature clients from different cultures sharing their experience.	Quarterly	ED and Staff
Cooperate with Berkeley Self-Help Research Project(s).	unknown time frame	Carla/ Bonnie and Mac
Spend up to 2 hrs. wk visiting or socializing with Harbor Hills residents ready for discharge.	on going under direction of contract monitor	Drivers and receptionist
Participate in and post information from NEC-WEST, Cal Net, BACR, state Office of Community and Consumer Relations.	tile all communications in accessible notebooks and review in meetings	Staff
Support the valid consumer members on the Local Mental Health Board.	monthly meeting with representatives	ED and Staff
Establish phone and FAX sharing of all county and state self-help material with new South County office on Brennan St.	CAMINAR, CASRA, Alternatives, BACR	Staff

SERVICE OBJECTIVE 4:1: MHCAN STAFF AND VOLUNTEERS AND ACTIVE CONSUMERS WILL SHARE POWER, RESPONSIBILITY AND SKILLS TO EXERCISE CONTROL OF THEIR COLLECTIVE EXPERIENCE AT THE DROP-IN CENTER.

Evaluation Indicator	Time for Completion	Responsibility
Client-run programs will be based on choice and be totally voluntary.	on-going alertness	Staff
Provide a choice of at least 2 daytime activities led by other consumers modeling recovery behavior.	seasonal schedules	ED and Staff

Staff meetings, member raps and board meetings will be open to active consumers	Monthly	ED, Board Chair, Staff
Automatic exclusion of disruptive and alcohol/drug abusing members- written into policy	Ongoing	Staff and members
Provide training on teamwork and conflict resolution	Ongoing	Kathleen A. Bowden
Permanent staff will develop mutual and self-monitoring plans for mental and physical health. Measure by one less hospitalization of staff during year.	April 99	ED and Laurel Wilson, MHRC

SERVICE OBJECTIVE 5: LESSEN THE STIGMA OF PERCEIVED MENTAL DISABILITY AND PSYCHOLOGICAL DISTURBANCE.

Evaluation Indicator	Time for Completion	Responsibility
Do one hour weekly hospital visiting at Dominican	on-going	Carla McSweeney
Make 3 presentations before non-mental health groups.	June 99	ED and client Board members
Make 5 presentations to El Dorado and Community Connections	June 99	Resources Director
Establish rapport with some county supervisors and city council members	non-budget hearing months	guidance of Carol Kirk and Karen Delaney and Scott Kennedy

B. COUNTY shall:

1. Medical Director will approve a CMH psychiatrist serving as clinic sponsor of Santa Cruz branch of Depressive and Manic Depressive Association (does not have to attend meetings but be available for problems and newer medication and symptom questions). Medical Director will participate in two focus groups with consumers/providers.
2. Director will attend (4) two-hour focus groups at MHCAN.
3. Contract Monitor will review Board and staff minutes monthly, provide mentoring to the Executive Director and handle special client problems for those unwilling, unable or fearful of using normal grievance channels.
4. Deputy Director will provide informal audit of all books of MHCAN in December 1998 and June 1999 and suggest any changes in records or banking set-up.
5. Director will raise awareness of CMH staff to offer transportation to MHCANers and other consumers when consumer participation is needed at any function in or out of county.

Exhibit C, 1998-99

6. A Medi-Cal analyst will visit MHCAN, make a decision on whether MHCAN can bill for any services provided, and demonstrate how to properly complete the necessary forms.

C. Medi-Cal Administrative Activities

In addition to the services described above, CONTRACTOR service provision shall include, but not be limited to, some or all of the following Medi-Cal Administrative Activities related to indirect patient care (as referenced in the COUNTY'S Mental Health MM Plan): Utilization Review/Quality Improvement (71 1), Medi-Cal Eligibility Intake/Benefit Assistance (715), Medi-Cal Outreach (717), Referral in Crisis Situations (713), Case Management of Non-Open Cases (7 1 S), General Administration (72 1) Day Program Support (74 1), Residential Support (75 1), Clinical Availability (76 1), Medi-Cal Contract Administration (724), MAA Related Training (719), General Mental Health Outreach (716) and Paid Time Off (73 1).

D. Method of Payment

- a) CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-county programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
- b) Upon receipt of monthly claim documenting CONTRACTOR'S actual costs, COUNTY shall reimburse CONTRACTOR in monthly payments with an amount equal to CONTRACTOR'S expenditures for prior month. In those months when CONTRACTOR has significant costs (e.g. annual insurance premiums, etc.), COUNTY will provide multiple monthly reimbursements.
- c) Cost of services shall be reimbursed based on actual costs up to the maximum amount of contract, whichever is less, at the end of the contract year. CONTRACTOR shall remit any unearned funds to the COUNTY at the time CONTRACTOR submits cost report.

S: 98-99 Contracts
1460A Scope (MHCAN 98)
7.24.98

Exhibit E, 1998-99

COUNTY OF SANTA CRUZ

Exhibit E

The provisions set forth below shall supersede and take place of the paragraph it replaces. All other provisions of this Agreement shall remain the same. Check and complete the appropriate box(es).

Revised paragraphs in this Agreement are as follows:
<p>Paragraph " 5a " of Exhibit "A" is hereby revised to read as follows:</p> <p>5. Records</p> <p>a. CONTRACTOR shall maintain a monthly list of regular participants at the Drop-In center.</p>
<p>Paragraph " 17 " of Exhibit "B" is hereby revised to read as follows:</p> <p>17. Ownership, Publication, Reproduction and Use of Material</p> <p>Add to last sentence "except products of creative writing classes, personal essays or opinion pieces produced for newsletters or e-mail circulation."</p>

Deleted paragraphs in this Agreement are as follows:
<ol style="list-style-type: none"> 1. Exhibit A, Paragraph 3f 2. Exhibit A, Paragraph 3g 3. Exhibit A, Paragraph 12 4. Exhibit A, Paragraph 13 5. Exhibit B, Paragraph 33 b(1)(d)

Exhibit E for MHCAN 98
7.27.98