



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ 143

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(408) 454-4066 FAX: (408) 454-4488
TDD: (408) 454-4123

AGENDA: September 1, 1998

August 17, 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 is a 1998-99 Community Mental Health contract which is on the County Administrative Officer's Continuing Agreements List – Section II (205A/B) and Section III (205C)

This is a continuing contract with an increase in excess of 10% from the 1997-98 agreement and with significant program changes. This is:

Contract No. 205A/B/C with the Volunteer Center of Santa Cruz for Community Connection (Index 363210), Mental Health Resource Center (Index 363210) and Mental Health Resource Center/Family Partnership Program (Index 363117).

Part C (Mental Health Resource Center/Family Partnership Program) was a mid-year addition in 1997-98 which qualifies as a Section III in 1998-99 because of full year funding.

It is, therefore, RECOMMENDED that your Board:

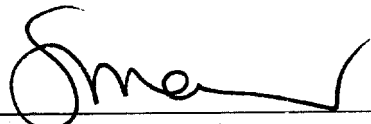
1. Approve the attached 1998-99 Community Mental Health agreement (Contract No. 205A/B/C in the amount of \$491,600), and authorize the Health Services Administrator to sign.

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

145

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

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)
C. Moody (Signature) (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, Volunteer Center of Santa Cruz, 1010 Emeline Ave., Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide a vocational day program including sheltered workshop and various mental health services to adult clients of the County's Mental Health system and the Mental Health Resource Center (for both families of adult clients and child/adolescent clients).
- The agreement is needed to provide the above.
- Period of the agreement is from July 1, 1998 to June 30, 1999
- Anticipated cost is \$ 491,600 through June 30, 1999 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: On the 1998-99 Continuing Agreements List - Section II
- Appropriations are budgeted in 363210 - 400,200 (205A) 363117 \$42,600 (205C) (Index#) 3665 (Subobject)
363210 \$48,800 (205B)

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

Appropriations are available and have been encumbered. Contract No. C080205A/B/C Date 8/25/98
subject to 98-99 Final Budget
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 HEALTH SERVICES to execute the same on behalf of the (Agency).

Remarks:

(Analyst)

By [Signature] Date 8/25/98

Agreement approved as to form. Date 8/25/98

Distribution:

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

*To Orig. Dept. if rejected.

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

146

Hereinafter called COUNTY and:

VOLUNTEER CENTER OF SANTA CRUZ

**1010 Emeline Avenue
Santa Cruz, California 95060
(831) 423-0554**

hereinafter called CONTRACTOR for: Day Treatment and Vocational Programs (Community Connection) and the
Mental Health Resource Center

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.

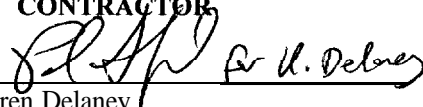
NOW, THEREFORE, the parties here to do mutually agree as set forth in:

<u>TITLE</u>	<u>EXHIBIT</u>
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.

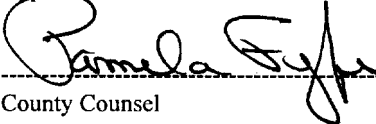
IN WITNESS THEREOF COUNTY AND CONTRACTOR have executed this Contract Agreement to be effective:

JULY 1, 1998 through JUNE 30, 1999

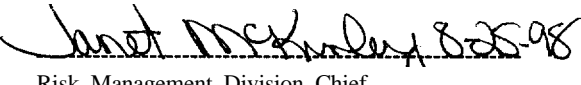
CONTRACTOR
By: 
Karen Delaney
EXECUTIVE DIRECTOR

COUNTY
By: _____
Charles Moody
HEALTH SERVICES ADMINISTRATOR

Approved as to Form:


County Counsel

Approved as to Insurances:


Risk Management Division Chief

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

Index # 363 117 (\$42,600)
3632 10 (\$449,000)

Subobject # 3665

Contract # CO80205A/B/C

Amount \$491,600

(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. CONTRACTORS 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 CONTRACTORS 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 CONTRACTORS selection of an Executive Director, Program Administrator or Program Manager whose primary responsibility entails the operation of program(s) funded by this Agreement.

Master Exhibit A Revised for 98
1.30.98 & 7.28.98

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 inventorable 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

Volunteer Center of Santa Cruz

PART A

Provider: Volunteer Center
Provider No.: 4403,4469
Program: **Community Connection**
Program Address: 300 Harvey West Blvd. Santa Cruz, CA 95060
Provider Telephone: (831)423-0554
Program Telephone: (831)425-8132

1.0 PROGRAM INTENT

1.1 Primary Task: Community Connection assists and supports adults with serious mental illness in achieving greater independence and competence as members of the community through a variety of activities, clinical services, and volunteer and paid work opportunities.

1.2 Description of Services: Community Connection provides a Day Rehabilitation program, Mental Health Services, a Vocational Sheltered Work program, and an Employment program.

a. The Day Rehabilitation component (Community Connection Academy or CCA) serves clients who participate in a variety of activities designed to reduce risk of hospitalization, maintain or restore personal independence, increase level of functioning and increase ability to live and participate in the community. CCA clients gain basic work and job readiness skills by participating in the volunteer workshop. They also participate in daily group sessions focusing on assertiveness skills, setting goals, and basic communication skills. Also offered are weekly group therapy, arts and crafts and cooking classes, daily exercise, and recreational activities.

b. Mental Health Services (MHS) will be provided to certain Community Connection clients in order to facilitate the achievement of personal goals. These services will typically consist of plan development, individual or group treatment and support services. These services are open to all CMH clients.

c. The Sheltered Workshop Component . Community Connection operates its own mailing business (Custom Mailing Service) which is licensed by the Department of Labor as a sheltered workshop. The workshop prepares mailings for businesses, public and private agencies. Clients are hired to prepare mailings and are paid piece-rate wages.

In addition, this workshop will offer “temporary” job opportunities in a variety of areas such as catering, mobile coffee cart, and plant watering service. More jobs may be developed during the year.

d. The Employment (or Career Services) component will provide the following services to both North and South County Adult Teams:

Job Preparation: career exploration.

Job Seeking Skills Training: assistance with applications and resumes.

Job Placement: in integrated settings.

Job Coaching: on and off the job training and support.

Approximately 100 clients will be served in this program during the fiscal year.

e. 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 (711), 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: Community Connection provides services to residents of Santa Cruz County who are at least 18 years of age who have a serious mental illness and a disability in at least one major functional area. Over 90% of Community Connection clients have a major mental disorder with a primary diagnosis of schizophrenia, bipolar disorder, or major depression.

1.4 Staffing: contract file

2.0 SYSTEM INTENT

2.1 Geographic Areas Served: County of Santa Cruz.

2.2 Quality Assurance Program: Participation in County's Quality Assurance program.

2.3 Organizational Structure: Contract file.

2.4 Internal System Affiliations: Community Connection coordinates closely with both North and South County CMH staff including psychiatrists and coordinators. In addition, Community Connection staff coordinate and work collaboratively with other contract programs including DMHU, El Dorado Center, Community Support Services, Opal Cliff, and Front Street.

2.5 Internal Referral System: CONTRACTOR will notify designated COUNTY staff through e-mail when openings occur. This information will be shared with all Coordinators who will respond in a timely manner when they have a client in need of and ready for Day Rehabilitation services. If more than one client is ready at the same time, the COUNTY in concert with CONTRACTOR will review and based on need, determine who will be admitted to the program at that time.

CONTRACTOR will limit the non-Medi-Cal clients to this program based on their capped rate. Clients will be evaluated for admission on a case by case basis. Contract monitor will meet monthly in a "coop" meeting which includes Department of Rehabilitation and Community Connection staff.

2.6 External System Affiliations: Community Connection has worked collaboratively with the local office of the State Department of Rehabilitation for over 10 years in a two way referral process, and as a contracted provider of rehabilitation services. We also work jointly with JTPA and Workability in assisting clients receiving training and/or returning to work. Community Connection is a member of the Santa Cruz Chamber of Commerce and works with the local business community through our Custom Mailing Service. Through the volunteer workshop the program works with over 25 local non-profit organizations.

2.7 Fair Hearing Practice: Contract file.

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 1/12th per month of the prior year contract amount or 1/12th of the new year amount, whichever is less. For the month of September, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th 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 1/12th of the new year contract amount.

c. 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 payment on the next 1/12th claim submitted by CONTRACTOR; if CONTRACTOR falls short in providing 95% of budgeted quarterly units, COUNTY will reduce CONTRACTORS 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.

d. CMH will make available the required cash match of up to \$108,612 which will leverage up to \$491,302 in federal funds. The total of \$359,188 will be allocated to the Volunteer Center under the terms of the Case Service contract with the State Department of Rehabilitation.

S:98-99 Contracts
205 Scope Part A (Community Connection 98)
8.25.98

LEGAL ENTITY: Volunteer Center
PROGRAM NAME: Community Connections
INDEX NUMBER: 363210

FISCAL YEAR: 1998/99
CONTRACT #: CO80205A
DATE: 8/1/98

SANTA CRUZ COUNTY
COMMUNITY MENTAL HEALTH
SERVICE AGREEMENT BUDGET
EXHIBIT C

	CONTRACT TOTAL						
PROGRAM COMPONENT		CCA	MHS	CMS-SW	SE		
PROVIDER #		4403	4403	4469	4469		
MODE		10	15	10	10		
SERVICE FUNCTION		95	01-70	30	30		
CONTRACTORS COSTS	856,328	326,269	42,431	128,440	359,188		
REVENUES							
GRANTS	359,188				359,188		
PATIENT FEES							
PATIENT INSURANCE							
OTHER	96,940			96,940			
TOTAL REVENUES	456,128			96,940	359,188		
NET CONTRACT AMOUNT	400,200	326,269	42,431	31,500			
FUNDING SOURCES							
MEDICAL (FFP & MATCH)	344,746	309,952	34,794				
MAC (FFP & MATCH)							
MEDICARE							
REALIGNMENT/COUNTY	55,454	16,317	7,637	31,500			
OTHER							
TOTAL FUNDING SOURCES	400,200	326,269	42,431	31,500			
UNIT COST CALCULATION							
CONTRACTORS COSTS	856,328	326,269	42,431	128,440	359,188		
COUNTY'S DIRECT COSTS	66,582	57,536	9,046				
TOTAL DIRECT COSTS	922,910	383,805	51,477	128,440	359,188		
UNITS OF SERVICE		4,959	45,230	3,000	N/A		
COST PER UNIT - TOTAL		77.40	1.14	42.81			
CONTRACT COST PER UNIT		65.79	0.94	42.81			
COUNTY COST PER UNIT		11.60	0.20				

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 for all services except Sheltered Workshop (SW). For Sheltered Workshop (SW), the COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown in Net Contract Amount.

CONTRACT UNITS	4,959	45,230	N/A	N/A			
CONTRACT MEDICAL UNITS	4,711	37,089					
CONTRACT INDIGENT UNITS	0	0					
CONTRACT OTHER UNITS	248	8,141					

EXHIBIT C -- Scope of Service and Budget

Volunteer Center of Santa Cruz

PART B

Provider: Volunteer Center of Santa Cruz
Provider No. : N/A
Program: **Mental Health Resource Center**
Program Address: 300 Harvey West Blvd., Santa Cruz, CA 95060
Provider Telephone: (83 1) 423-0554
Program Telephone: (83 1) 458-1 923

1.0 PROGRAM INTENT

1.1 Primary Task: The Mental Health Resource Center (MHRC) exists to help families and individuals cope with serious mental illness and gain access to essential community resources. The program also seeks to increase volunteer and self-help resources within the mental health community which will benefit individuals with serious mental illness and their families. Through family education and support, MHRC helps individuals with mental illness avoid more costly and restrictive institutional care by increasing families capacity to provide emotional and practical resources.

1.2 Description of Services: MHRC provides services in the following five areas:

- a. **Family Education.** To help mental health clients, their families and friends learn about the nature of psychiatric disabilities and effective coping strategies. Support groups for family members and consumers meet weekly in North and South County.
- b. **Information and Referral.** To locate community resources.
- c. **Technical Assistance.** To assist individuals and groups develop additional self-help resources for people with psychiatric disabilities or their families and friends.
- d. **Community Outreach.** To counter stigma through public education and to reach those people who are unaware of mental health services from which they might benefit.
- e. **Volunteer Opportunities.** To increase the number of volunteer resources throughout the COUNTY'S Mental Health community.

Exhibit C, 1998-99

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 1), Medi-Cal Eligibility Intake/Benefit Assistance (715), Medi-Cal Outreach (717), Referral in Crisis Situations (713), Case Management of Non-Open Cases (71 8), General Administration (721) 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).

1.3 Description of Client Population: The MHRC focuses its services to meet the needs of residents of Santa Cruz County who are disabled due to a serious mental illness (primary schizophrenia, bi-polar disorder or major depression) and of family members and friends who are in a supportive relationship with an individual with a serious mental illness.

1.4 Service Objectives:

a. Information and Referral

- 1) Private Consultations and Referrals-400 consultations to orient individuals and families to the mental health system and other community resources.
- 2) Family Education Series "Journey of Hope" (1-12 week series and 2-6 week series) -- AMI/MHRC series to orient and provide skills building to individuals and families in the mental health system.
 - a) Translate Family Education Workbook into Spanish.
 - b) One-Twelve week training for facilitators for the Family Education Series.
- 3) Support Groups: AMI/MHRC provide assortment of family groups.
- 4) Library resources: Maintain and develop a library/resource center open to the public.
- 5) Complete updating the Resource Guide, continue translating into Spanish.
- 6) Outreach to special populations: Work with AMI to reach family members in the criminal justice system and in long-term locked care.
- 7) Support AMI in producing eight issues of their newsletter.

Exhibit C, 1998-99

- 8) Train COUNTY and Mental Health contract program staff on working with family members and educate staff on services available in the community for families.

b. Volunteer Opportunities

- 1) Budget Coaches: Recruit and train three volunteers to serve as Budget Coaches.
- 2) Volunteer Service: Have volunteers complete 1,600 hours of service.
 - a) Recruit and place 45 individuals in MHRC or other mental health organizations, including Latino and general community.

c. Community Outreach

- 1) Counter stigma through public education and reach people who are unaware of mental health services.
 - a) Mental Health Week School Campaign: Offer mental health program with speaker to Junior High and High Schools.
 - b) Police Training Program: Two hour presentation to all police departments in the County.
 - c) Conduct eight speaking engagements and information table events to inform community groups about the nature of psychiatric disabilities and AMI/MHRC.
 - d) 911 forum on Mental Disorders and Public Safety: Present forum with MHCAN with mental health clients, family members and the police.
- 2) Provide technical assistance to mental health organizations and individuals seeking to improve volunteer and self-help services for people with psychiatric disabilities, their families and friends.
- 3) Coordinate, advertise and evaluate a County-wide medication education and support program for families and consumers.

d. Contract Monitoring

- 1) Submit an Annual Report documenting achievement of goals.

1.5 Staffing: Program Coordinator: Laurel Wilson, 1 .0 FTE

Exhibit C, 1998-99

2.0 SYSTEM INTENT

2.1 Geographic Areas Served: County of Santa Cruz

2.2 Quality Assurance Program: Contract management through CMH, oversight by MHRC Advisory Counsel and Volunteer Center Board of Directors.

2.3 Organizational Structure: Mental Health clients and family members provide constituency input and oversight through the MHRC Advisory Counsel. The Volunteer Center Board of Directors provides fiscal and managerial oversight and control.

2.4 Internal System Affiliations: MHRC coordinates with NCMH and SCMH Service Teams, program supervisors and managers. MHRC also coordinates with the Mental Health Client Action Network (MHCAN), the Career Services component of Community Connection, and other contract providers.

2.5 External System Affiliations: MHRC works closely with AM1 of Santa Cruz County to increase support and education for family members. MHRC also does outreach to a variety of schools, social service clubs and other community organizations to counter stigma and to reach those people who are unaware of mental health services from which they might benefit.

2.6 Special System Intent: N/A

2.7 Fair Hearing Practice: N/A

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 1/12th per month of the prior year contract amount or 1/12th of the new year amount, whichever is less. For the month of September, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th 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 1/12th of the new year contract amount.

Exhibit C, 1998-99

c. At the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred. If CONTRACTOR has provided 90% or more of the quarterly costs budgeted in Exhibit C, COUNTY will make full payment on the next 1/12th claim submitted by CONTRACTOR; if CONTRACTOR does not show 90% of budgeted costs, COUNTY will reduce CONTRACTOR'S next claim 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
205 Scope Part B (MHRC 98)
7.23.98

LEGAL ENTITY: Volunteer Center
 PROGRAM NAME: MH Resource Center
 INDEX NUMBER: 363210

FISCAL YEAR: 1998199
 CONTRACT #: CO80205B
 DATE: 8/1/98

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT C

CONTRACT TOTAL							
PROGRAM COMPONENT		M H R C					
PROVIDER #		4403					
MODE		45					
SERVICE FUNCTION		20					
CONTRACTOR'S COSTS	48,800	48,800					
REVENUES							
GRANTS							
PATIENT FEES							
PATIENT INSURANCE							
OTHER							
TOTAL REVENUES							
NET CONTRACT AMOUNT	48,800	48,800					
FUNDING SOURCES							
MEDI-CAL (FFP & MATCH)							
MAC (FFP & MATCH)	27,328	27,328					
MEDICARE							
REALIGNMENT/COUNTY	21,472	21,472					
OTHER							
TOTAL FUNDING SOURCES	48,800	48,800					
UNIT COST CALCULATION							
CONTRACTOR'S COSTS	48,800	48,800					
COUNTY'S DIRECT COSTS							
TOTAL DIRECT COSTS	48,800	48,800					
UNITS OF SERVICE		N/A					
COST PER UNIT-TOTAL							
CONTRACT COST PER UNIT							
COUNTY COST PER UNIT							

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

CONTRACT UNITS	N/A						
CONTRACT MEDI-CAL UNITS							
CONTRACT INDIGENT UNITS							
CONTRACT OTHER UNITS							

EXHIBIT C -- Scope of Service and Budget

Volunteer Center of Santa Cruz

PART C

Provider: Volunteer Center of Santa Cruz
Provider No. : N/A
P r o g r a m : **Mental Health Resource Center/Family Partnership Program**
Program Address: 1010 Emeline Avenue, Santa Cruz, CA 96050
Provider Telephone: (83 1) 423-0554
Program Telephone: (83 1) 454-496 1

1.0 PROGRAM INTENT

1.1 Primary Task: In addition to helping families and individuals cope with serious mental illness, The Mental Health Resource Center (MHRC) exists to help parents of children/youth with serious emotional disturbance and their families gain access to essential community resources through the Family Partnership Program (FPP). The program also seeks to increase volunteer and self-help resources within the mental health community, focusing on building natural support systems and a sense of community. Through family education and support, MHRC/FPP helps parents of children/youth with serious emotional disturbance to avoid more costly and restrictive institutional care by increasing families' capacity to provide emotional and practical resources. The program models its goals on the Federation of Family philosophy and principles, with the intent being full partnership between parents and professionals at all levels of the system of care.

1.2 Description of Services: MHRC/FPP provides services in the following six areas:

- a. **Family Education and Support.** To help the families and friends of children/youth with serious emotional disturbances learn about the nature of psychiatric disabilities and effective coping strategies. Support groups (Club Hope) for family members and consumers meet weekly in North and South County.
- b. **Information and Referral.** To locate and help parents access community resources.
- c. **Technical Assistance.** To develop self-help resources for children/youth with emotional/behavioral problems and their families and friends. To provide family perspective technical assistance to the Children's Inter-Agency System of Care, through

training and meeting attendance.

d. **Community Outreach.** To counter stigma through public education and to reach those people who are unaware of mental health services from which they might benefit.

e. **Volunteer Opportunities.** To increase the number of volunteer resources throughout the County's mental health community.

f. **Respite Program.** Work with Community Mental Health and the Santa Cruz Community Counseling Center to provide training and coordination for Respite Program.

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 (711), 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: The MHRC focuses its services to meet the needs of residents of Santa Cruz County who are parents of children/youth with serious emotional disturbances receiving services from Community Mental Health's Children's Program as well as family members and friends who are in a supportive relationship with them.

1.4 Service Objectives:

a. **Information and Referral**

- 1) Private Consultations and Referrals-200 consultations to orient individuals and families to the mental health system and other community resources.
- 2) Parent Education Series "How To Become A Parent Mentor" – MHRC/FPP series to orient and provide skills building to allow parents in the mental health system to mentor and support other parents. Offer quarterly, or as needed to train new volunteers.
- 3) Club Hope Support Groups: MHRC/FPP provide assortment of family groups.
- 4) Library Resources: Maintain and develop a library/resource center focused on Children's Mental Health issues – open to the public.

Exhibit C, 1998-99

5) Update the Resource Guide to include resources for parents of children/adolescents with emotional/behavioral problems; continue translating into Spanish.

6) Outreach to special populations: Work with Children's Mental Health to reach family members in the juvenile justice, social service, and special education systems who are also in service with Mental Health.

7) Develop a newsletter (or section thereof) specific to child/adolescent family issues.

b. Volunteer Opportunities

1) Volunteer Services: Recruit and utilize 10 individuals in MHRC/FPP, with a particular focus on bilingual&cultural representation. Develop parent mentor expertise/support in juvenile justice, social service, and special education areas.

2) Participate as members of Family Advisory Council.

c. Community Outreach

1) Counter stigma through public education and reach people who are unaware of mental health services.

a) Mental Health Week School Campaign: Offer mental health program with speaker to Junior High and High Schools.

b) Conduct four speaking engagements and information table events to inform community groups about the nature of child/adolescent emotional disturbances, the Family Partnership Program and MHRC.

2) Provide technical assistance to mental health organizations and individuals seeking to improve volunteer and self-help services for people with psychiatric disabilities, their families and friends.

d. Contract Monitoring

1) Submit an Annual Report documenting achievement of goals, with a quarterly activity update for e-mail distribution at Children's Mental Health (modeled on existing format).

1.5 Staffing: Parent Representatives: 40 hour staffing, either as one position or two part-time positions, to serve North and South County. At least one position to be bilingual&cultural. Additional stipend funds to be maintained to reimburse trained parent mentors for FPP projects and services.

2.0 SYSTEM INTENT

2.1 Geographic Areas Served: County of Santa Cruz

2.2 Quality Assurance Program: Contract management through CMH, oversight by MHRC Advisory Counsel, Volunteer Center Board of Directors, and Family Advisory Council for Children's Mental Health.

2.3 Organizational Structure: Mental Health clients and family members provide constituency input and oversight through the MHRC Advisory Counsel. The Volunteer Center Board of Directors provides fiscal and managerial oversight and control. The Family Advisory Council serves as the official advisory body to Children's Mental Health, and oversight of the Family Partnership Program.

2.4 Internal System Affiliations: MHRC, through the Family Partnership Program, coordinates with Children's Mental Health staff, supervisors and managers. FPP staff are located at North and South County Children's Mental Health clinics. FPP coordinates with State and regional Family Partnership networks.

2.5 External System Affiliations: MHRC/FPP also does outreach to a variety of schools, social service clubs and other community organizations to counter stigma and to reach those people who are unaware of mental health services from which they might benefit.

2.6 Special System Intent: N/A

2.7 Fair Hearing Practice: N/A

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.

Exhibit C, 1998-99

b. **For the new fiscal year**, COUNTY agrees to provide CONTRACTOR with monthly advances for July and August equal to 1/12th per month of the prior year contract amount or 1/12th of the new year amount, whichever is less. For the month of September, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th 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 1/12th of the new year contract amount.

c. At the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred. If CONTRACTOR has provided 90% or more of the quarterly costs budgeted in Exhibit C, COUNTY will make full payment on the next 1/12th claim submitted by CONTRACTOR; if CONTRACTOR does not show 90% of budgeted costs, COUNTY will reduce CONTRACTOR'S next claim 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
205 Scope Part C (MHRC/Family Partnership, 98)
7.24.98

LEGAL ENTITY: Volunteer Center
PROGRAM NAME: MH Res Ctr Family Partnership
INDEX NUMBER: 363117

FISCAL YEAR: 1998/99
CONTRACT #: CO80205C
DATE: 8/1/98

SANTA CRUZ COUNTY
COMMUNITY MENTAL HEALTH
SERVICE AGREEMENT BUDGET
EXHIBIT C

CONTRACT TOTAL								
PROGRAMCOMPONENT		M H R C						
PROVIDER #		4403						
MODE		45						
SERVICE FUNCTION		20						
CONTRACTOR'S COSTS	42,600	42 600						
REVENUES								
GRANTS								
PATIENT FEES								
PATIENT INSURANCE								
OTHER								
TOTAL REVENUES								
NET CONTRACT AMOUNT	42,600	42,600						
FUNDING SOURCES								
MEDI-CAL (FFP & MATCH)								
MAC (FFP & MATCH)	23,856	23,856						
MEDICARE								
REALIGNMENT/COUNTY	18,744	18,744						
OTHER								
TOTAL FUNDING SOURCES	42,600	42,600						
UNIT COST CALCULATION								
CONTRACTOR'S COSTS	42,600	42,600						
COUNTY'S DIRECT COSTS								
TOTAL DIRECT COSTS	42,600	42,600						
UNITS OF SERVICE		N/A						
COST PER UNIT -TOTAL								
CONTRACT COST PER UNIT								
COUNTY COST PER UNIT								

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

CONTRACT UNITS	N/A						
CONTRACT MEDI-CAL UNITS							
CONTRACT INDIGENT UNITS							
CONTRACT OTHER UNITS							

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 Medi-Cal 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 clients 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.

- j. 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.
- i. 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.

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).

<input type="checkbox"/>	There are <u>no</u> revised paragraphs in this Agreement
--------------------------	--

<input type="checkbox"/>	There are revised paragraphs in this Agreement
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Paragraph "_____" of Exhibit "_____" is hereby revised to read as follows:

An Addition to said contract shall be as follows:

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Master Exhibit E for 98
8.4.98