



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

193

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

November 6, 1998

AGENDA: November 24, 1998

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

SUBJECT: CONTINUING MENTAL HEALTH AGREEMENTS, 1998-99

Dear Members of the Board:

Included in the 1998-99 County Administrative Officer's Continuing Agreements List, Section II (028A) and Section III (028B), are two agreements with the Santa Cruz Community Counseling Center to provide mental health services in the community.

These agreements are continuing contracts which provide administration of the case service funds of the adult mental health program. This year's contracts are being changed to include a separate component so that children's mental health may also use these services. A separate component is necessary to properly reflect costs on the mental health cost report.

It is, therefore, RECOMMENDED that your Board:

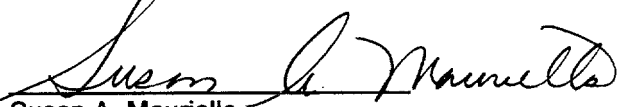
1. Approve the attached 1998-99 Community Mental Health Agreement (Contract No. 028A/B in the amount of \$140,000), and authorize the Health Services Administrator to sign.

Sincerely,


Charles M. Moody
Health Services Agency Administrator

CM:GK
Attachments

RECOMMENDED:


Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
County Counsel

HSA Administration
Community MH Administration

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

01 194

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

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)
C Moody (Signature) 10/21/98 (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 Santa Cruz Community Counseling Center, Inc., 195A Harvey West Blvd., Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide administration of Loan and Case Service Funds, and check processing and disbursement services.
- The agreement is needed to provide the above.
- Period of the agreement is from July 1, 1998 to June 30, 1999
- Anticipated cost is \$ 140,000 through June 30, 1999 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: On the 1998-99 Continuing Agreements List - Section IT

7. Appropriations are budgeted in 363114 \$10,000 (028B)
363210 \$130,000 (028A) (Index#)(Subobject)

10-300

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

Appropriations are available and have been encumbered. Contract No. C080028A/B Date 11/2/98
are not will be
363114/3665 (B) will be encumbered GARY A. KNUTSON Auditor-Controller
363210/3665 (A) have been encumbered By Juanita 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: LS (Analyst)

By [Signature] Date _____

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.

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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

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:

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.
195-A Harvey West Boulevard,
Santa Cruz, California 95060
(831) 469-1700

hereinafter called CONTRACTOR for: administration of Loan and Case Services Funds, and check processing and disbursement 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 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:

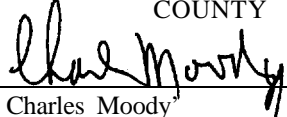
<u>TITLE</u>	<u>EXHIBIT</u>
Standard Mental Health Provisions	A
Standard County/Agency Provisions	B
Scope of Services and Budget	C
Medi-Cal & Medicare Requirements	D
Revisions	E


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:

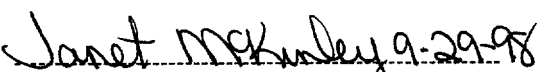
JULY 1, 1998 through JUNE 30, 1999.

CONTRACTOR
By: 
Terry Moriarty
EXECUTIVE DIRECTOR

COUNTY
By: 
Charles Moody
HEALTH SERVICES ADMINISTRATOR

Approved as to Form:

County Counsel

Approved as to Insurance:


Janet McKinley 9-29-98
Risk Management Division Chief

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

Index # 363210 (\$130,000)
363114 (\$10,000)

Subobject # 3665

Contract If CO80028A/B

Amount \$140,000

(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,

will be subject to review by the COUNTY Mental Health contract monitor. All loan applications will have final approval by the COUNTY contract monitor or his/her designee. No loan checks will be drawn without the CONTRACTOR'S Administrator or designee's signature appearing on the Revolving Loan Fund Advance Check Form.

5. CONTRACTOR agrees to make this Loan Fund available to COUNTY Care Coordinators for purposes stated in this Agreement.

A. Loan Fund

Additionally, CONTRACTOR agrees to abide by requirements made by the State relative to the specific program to be provided with these funds. They are as follows:

1. Services must address the homeless mentally disabled both in areas of the city and in remote, more rural areas; services must be available to this population countywide.
2. The funds appropriated here must supplement any other funding; these funds cannot supplant any existing services to the mentally disabled who are homeless or at risk of becoming homeless.
3. All services must be made available on a voluntary basis.

B. Case Services Fund

The purpose of the Case Services Fund is to enable and facilitate the stabilization of individuals in the community in the least restrictive level of care/treatment possible. Funds may be requested by COUNTY Coordinators for clinical needs deemed consistent with the purpose of this fund. Examples of appropriate expenditures include:

1. Emergency respite stays in a local motel to diffuse an escalating circumstance that, in the assessment of the staff involved, might otherwise result in hospitalization;
2. Emergency food and supplies to stabilize living situation or teach critical skills;
3. Clothes on an emergency basis or for a specific urgent need;
4. Transportation for access to services where the provision of transportation resources is deemed by the Coordinator to be contributory to the stability of the individual in the community; or
5. Enrollment fees for therapeutic activities.

Case Services funds will be made in the form of a check, payable to the vendor of services. For

reimbursement, receipts must be submitted by Coordinator and attached to the request for reimbursement with documentation of approval by Coordinator's supervisor. There will be no minimum or maximum case service amounts. The COUNTY will provide CONTRACTOR with a list of authorized personnel who will have access to this service for their clients. The list will include those staff with the authority to authorize case service funds.

CONTRACTOR shall:

1. Require a completed Case Services Fund Check Request.
2. Release checks to authorized personnel and vendors **only** for case service activities.
3. Submit a monthly cumulative cash flow summary by team to contract monitor including Beginning Case Services Fund Balance, Total Paid Out, Total Fund Reimbursements, Total Earned Interest, the Ending Balance, and a list of vendors payments and staff reimbursed for which specific case(s).
4. CONTRACTOR will develop procedures for administering the Case Services Fund. These procedures will be subject to review by COUNTY Mental Health contract monitor. All Case Services Fund applications will have final approval by the COUNTY administrator or his/her designee. No fund checks will be drawn without the COUNTY administrator or designee's signature appearing on the Case Services Fund Advance Check Form.
5. CONTRACTOR agrees to make Case Services Funds available to COUNTY Coordinators for purposes stated in this Agreement.

II. Check Processing Services

CONTRACTOR will provide payroll check processing for part-time and on-call workers employed for Community Mental Health programs, in accordance with CONTRACTOR'S payroll policies and procedures. The COUNTY will be responsible for hiring, supervision, termination of these workers or the COUNTY will delegate these functions to another entity (e.g., Community Connection, Family Partnership).

III. 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 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

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.

Master Exhibit A Revised for 98
1.30.98, 7.7.98

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 (over 18), mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, 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 (over 18) , mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, 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, mental or physical 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 (over 18), race, color, creed, religion, national origin, ancestry, mental or physical 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, mental or physical disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 18), veteran status, pregnancy, 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 CONTRACTORS 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

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

PART A

I. Revolving Loan Fund and Case Services Fund Administrative Services

CONTRACTOR will provide Revolving Loan and Case Services Fund administrative services to chronically mentally disabled adults who live in Santa Cruz County as established by the Bronzan-McCorquodale Act and the California Health Services Reform Act of 1985 (AB2541).

Although there are line item amounts for each service, the **CONTRACTOR** may transfer funds between the two adult services as client need dictates (up to the maximum contract amount for each).

The goal of this service component is to assist mentally disabled clients in acquiring emergency financial assistance that may be needed for initial housing costs including last month's rent, security deposit, and utility deposits. The purpose of the Loan Fund is to provide money to mentally disabled adults of Santa Cruz County to establish permanent, independent housing within the community. Loans will be made within a 24 hour period of time, but no loans will be made on Saturday or Sunday. The loan will be made in the form of a check, payable only to the landlord or his/her representative. There will be no minimum or maximum amounts, but the applicant must be willing to **use** money on hand in conjunction with the loan to cover initial housing costs. The **COUNTY** will provide a list of authorized personnel who will have access to this service for their clients. The **COUNTY** will include on this list those staff with the authority to authorize a loan.

CONTRACTOR shall:

1. Require a completed Revolving Loan Fund Advance Check Request and Repayment Agreement.
2. Release checks to authorized personnel only.
3. Submit a monthly cumulative cash flow summary including Beginning Loan Fund Balance, Total Loans Paid **Out**, Total Client Reimbursements, Total County Fund Reimbursements, Total Earned Interest, and the Ending Balance.
4. **CONTRACTOR** will develop procedures for administering the loan fund. These procedures

(719), General Mental Health Outreach (716) and Paid Time Off (731).

IV. 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. COUNTY agrees to advance CONTRACTOR the sum of \$10,000 (less current year advances) upon execution of Agreement which will be held by CONTRACTOR as the Loan Fund itself. The total sum of loan funds that may be deposited by COUNTY with CONTRACTOR is \$10,000. Any interest earned on the loan funds deposited and held by CONTRACTOR will become part of the loan fund balance and will not be available to CONTRACTOR for its own use.
- c. Upon receipt of monthly claim documenting the actual cost of Loan and Case Service Funds and check disbursement activity, COUNTY shall reimburse CONTRACTOR in monthly payments.
- cl. Cost of services rendered for the case services fund and check processing 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: 9x-99 Contracts
028A Scope Part A (Revolving Loan & Case Services Fund 98)
7.31.98

LEGAL ENTITY: Santa Cruz Community Counseling Center
 PROGRAM NAME: Case&Loan Funds,Financial Svcs
 INDEX NUMBER: 363210

FISCAL YEAR:1998/99
 CONTRACT if: CO80028A
 DATE: 8/1/98

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT C

CONTRACT
TOTAL

PROGRAM COMPONENT
 PROVIDER #
 MODE
 SERVICE FUNCTION
 CONTRACTOR'S COSTS

Loan Fund	Adult Case	Financial				
4416	4416	4416				
45	15	45				
20	MHS	20				
130,000	20,000	97,000	13,000			

REVENUES

GRANTS
 PATIENT FEES
 PATIENT INSURANCE
 OTHER

TOTAL REVENUES
 NET CONTRACT AMOUNT

130,000	20,000	97,000	13,000 I			

FUNDING SOURCES

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

TOTAL FUNDING SOURCES

130,000	20,000	97,000	13,000			
130,000	20,000	97,000	13,000			

UNIT COST CALCULATION

CONTRACTOR'S COSTS
 COUNTY'S DIRECT COSTS
 TOTAL DIRECT COSTS
 UNITS OF SERVICE
 COST PER UNIT - TOTAL
 CONTRACT COST PER UNIT
 COUNTY COST PER UNIT

130,000	20,000	97,000	13,000			
130,000	20,000	97,000	13,000			
N/A	N/A	N/A	N/A			

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

CONTRACT UNITS
 CONTRACT MEDICAL UNITS
 CONTRACT INDIGENT UNITS
 CONTRACT OTHER UNITS

N/A	N/A	N/A				

COUNTY OF SANTA CRUZ

EXHIBIT C -- Scope of Service and Budget**SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.****PART B****I. Children's Mental Health/Family Partnership Respite Program**

CONTRACTOR will provide Respite Fund administrative services through the processing and disbursement of checks to Respite workers for services authorized by Children's Mental Health or the Family Partnership Program. The Respite Fund is established to provide families of Children's Mental Health with planned respite, as a means of helping them to better meet the needs of their children with serious emotional disturbance. The following two authorization procedures shall be in effect:

- A. Children's Mental Health: Payment authorization forms signed by the appointed Mental Health representatives shall be submitted to CONTRACTOR for requests involving risk of out-of-home placement.
- B. Family Partnership Program: Payment authorization forms signed by the appointed Family Partnership staff shall be submitted to CONTRACTOR for requests that come directly from parents for other reasons.

CONTRACTOR shall pay the Respite workers an hourly rate of \$9.11, or Step 2.5 of the Counselor I range. This will purchase approximately 884 respite hours per year, at the rate of approximately 74 hours per month.

CONTRACTOR shall:

- 1. Require a completed Respite Program Payment Authorization Form, signed by approved staff.
- 2. Release/mail checks directly to the Respite worker indicated on form.
- 3. Submit a monthly cumulative cash flow summary.
- 4. Develop procedures for administering the respite fund. These procedures will be subject to review by the COUNTY Mental Health contract monitor.

II. 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 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).

III. 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 the actual cost of Respite program check processing activity, COUNTY shall reimburse CONTRACTOR in monthly payments.
- c. Cost of services rendered for check processing 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 return any unearned funds to the COUNTY at the time CONTRACTOR submits cost report.

LEGAL ENTITY: Santa Cruz Community Counseling Center
PROGRAM NAME: Flex Funds
INDEX NUMBER: 363114

FISCAL YEAR: 1998/99
CONTRACT #: CO80028B
DATE: 8/1/98

SANTA CRUZ COUNTY
COMMUNITY MENTAL HEALTH
SERVICE AGREEMENT BUDGET
EXHIBIT C

CONTRACT
TOTAL

PROGRAM COMPONENT
PROVIDER #
MODE
SERVICE FUNCTION
CONTRACTOR'S COSTS

	Flex Funds						
	4416						
	45						
	20						
10,000	10,000						

REVENUES
GRANTS
PATIENT FEES
PATIENT INSURANCE
OTHER
TOTAL REVENUES
NET CONTRACT AMOUNT

10,000	10,000						

FUNDING SOURCES
MEDI-CAL (FFP & MATCH)
MAC (FFP & MATCH)
MEDICARE
REALIGNMENT/COUNTY
OTHER
TOTAL FUNDING SOURCES

10,000	10,000						
10,000	10,000						

UNIT COST CALCULATION
CONTRACTOR'S COSTS
COUNTY'S DIRECT COSTS
TOTAL DIRECT COST-S
UNITS OF SERVICE
COST PER UNIT - TOTAL
CONTRACT COST PER UNIT
COUNTY COST PER UNIT

10,000	10,000						
10,000	10,000						
	N/A						

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

CONTRACT UNITS
CONTRACT MEDI-CAL UNITS
CONTRACT INDIGENT UNITS
CONTRACT OTHER UNITS

N/A						

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.
- cl. 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-Doylc/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.
- ii. 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 Medical-c 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.
- c. 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.

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

<input type="checkbox"/>	There <u>are</u> revised paragraphs in this Agreement
--------------------------	---

Paragraph "_____" of Exhibit "_____" is hereby revised to read as follows:
--

An Addition to said contract shall be as follows:

--