



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(408) 454-4066 FAX: (408) 454-4770
TDD: (408) 454-4123

AGENDA: December 14, 1999

November 18, 1999

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

RE: Approval of New Mental Health Agreement for the Provision of Local IMD Beds

Dear Members of the Board:

Since 1992, Community Mental Health has contracted with regional treatment facilities (known by the federal government as Institutes for Mental Disease [IMDs]) to provide residential placement and services to County patients. An IMD is a 24-hour program that serves severely disabled adults requiring locked care in a skilled nursing facility as a primary alternative to placement in the State Hospital system.

Most of the County patients who have required this level of care have been placed in a local facility, Harbor Hills Hospital. Since 1992-93, the County has contracted for services with Rehabilitation Institutes of America, Inc. (RIA), the corporation operating Harbor Hills. Effective January 1, 2000, RIA will cease management of Harbor Hills. On that date, the facility and program will be operated and managed by a new entity, 7th Avenue Center, LLC, which has owned the Harbor Hills property for the past seven years and has, during that time, leased the facility to RIA who has managed the program.

7th Avenue Center, LLC is operated by Santa Cruz County resident Ann Butler, who also is the owner of Front Street, Inc. Front Street, Inc. has provided an array of exemplary residential mental health and day treatment services under contract to the County for the past ten years. Front Street services include the Opal Cliff Rehabilitation Center, Willowbrook Residential and Adult Day Care, and the Front Street Residential and Day Programs. All of these contract programs will continue to operate.

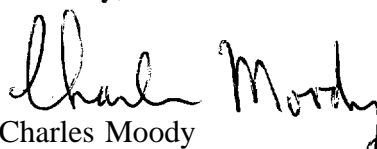
0524

Mental Health Services expects to continue utilizing about 25 beds per year at the 7th Avenue facility. The anticipated cost for this program for the 1999/2000 year is \$400,000, which is budgeted in the current year HSA budget. No additional appropriations and no additional net county cost are required

It is, therefore, RECOMMENDED that your Board:

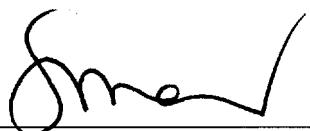
1. Approve the attached agreement with 7th Avenue Center, LLC (Budget Index 363 149, Subobject 4616) for the period January 1, 2000 through June 30, 2003, and authorize the Health Services Administrator to sign.

Sincerely,


Charles Moody
Health Services Administrator

CM:PS:ep
Attachment

RECOMMENDED



Susan Mauriello
County Administrative Officer

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)
C Moody (Signature) 11/30/99 (Date)

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

1. Said agreement is between the County of Santa Cruz (Community Mental Health) (Agency)
and 7th Avenue Center. LLC 303 Potrero St.. Ste. 1A Santa Cruz, CA 95060 (Name & Address)
2. The agreement will provide locked skilled nursing services (IMD) for County designated patients
between ages 21-65.
3. The agreement is needed to provide the above.
4. Period of the agreement is from January 1, 2000 to June 30, 2003
5. Anticipated cost is \$ 400,000 through June 30, 2000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Auditor: This is a new Agreement to be added to the Continuing Agreements List.
7. Appropriations are budgeted in 363149 (Index#) 4616 (Subobject)

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

Appropriations are available and have been encumbered. a Contract No. 91995 e 12/
are not will be COSTED

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Silver Deputy.

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

HEALTH SERVICES (Agency).

Remarks:

JA (Analyst)

By Ch. Schuy County Administrative Officer

Date 12/15/99

Agreement approved as to form. Date _____

Distribution:

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

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

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

_____ 19 _____ BY _____ Deputy Clerk

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

Hereinafter called COUNTY and:

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7th AVENUE CENTER, LLC
(831) 420-0120

303 Potrero St., Ste. 1A
Santa Cruz, California 95060

hereinafter called CONTRACTOR for: IMD services for mentally disabled adults.

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 26277, 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
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:

January 1, 2000 and to continue in effect through June 30, 2003
unless terminated in accordance with the terms of this Agreement.

CONTRACTOR

COUNTY

By:

Ann Butler
Ann Butler
MEMBER

By:

Charles Moody
HEALTH SERVICES ADMINISTRATOR

Approved as to Form

Bill Garcia
County Counsel

Approved as to Insurances:

Janet McKinley 11-22-99

Risk Management Division Chief

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

Index # 363149

Subobject # 4616

Contract # CO9TBD

Amount N/A

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



COUNTY OF SANTA CRUZ

EXHIBIT A -STANDARD MENTAL HEALTH PROVISIONS

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

1. ADMINISTRATION:

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

2. NOTICE:

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

3. PROVISION OF SERVICES:

- A. CONTRACTOR agrees to establish and conduct a program of mental health services under the **Bronzan-McCorquodale** Act services to persons with behavioral and emotional disorders who reside in Santa Cruz County and are eligible for treatment under the Santa Cruz County Performance Contract. All services rendered under this Agreement shall be subject to the supervision of the COUNTY'S Director of Mental Health and shall be provided in a manner consistent with the requirements of the **Bronzan-McCorquodale** Act; Subchapter 3 of Title 9, California Code of Regulations; and applicable ordinances and resolutions of the Santa Cruz County Board of Supervisors.
- B. The COUNTY Director of Mental Health or his/her staff shall specify in writing the kind, quality and amount of service which shall be provided to each eligible patient/client

under this Agreement. Said service to be mutually agreed upon and fall within parameters of this Agreement.

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- 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

Exhibit A, 2000-2003

are informed of their rights to file a complaint alleging discrimination, or a violation of their civil rights with the Department of Mental Health.

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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 and shall thereupon act as custodian of such records for CONTRACTOR. CONTRACTOR shall be permitted access to and have a right to make copies of such records at any time. COUNTY agrees to maintain such records for such period as may be required by Title 22 of the California Code of Regulations, COUNTY agrees that such custody will conform to applicable confidentiality provisions of State 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. If 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

Exhibit A, 2000-2003

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.

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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 CONTRACTORS **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 in the exercise of its reasonable judgement.

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. In the event that the reconciliation indicates that CONTRACTOR delivered more units of service than had been reported previously, and total payments made to CONTRACTOR by COUNTY is less than the contract maximum amount, CONTRACTOR may submit an invoice to COUNTY for any additional amounts owed, up to the contract maximum amount.

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:

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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.

15. REPORTABLE INCIDENTS

CONTRACTOR shall report within 24 hours all incidents affecting the immediate health, safety and well being of clients to the office of the Mental Health Director. Reportable incidents include, but are not limited to, all deaths, episodes of acute life threatening illness, serious physical or psychological injuries (or risk thereof), and allegations of abuse and/or neglect.

CONTRACTOR shall establish procedures for the investigation of such incidents and shall cooperate with any additional investigation COUNTY may wish to conduct.

COUNTY OF SANTA CRUZ

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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.

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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 CONTRACTORS 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

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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

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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. CONTRACTORS 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.

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- 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.

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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,

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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

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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.

Master Exhibit B for 99-00
11.18.99

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EXHIBIT C - IMD PROVISIONS AND SCOPE OF SERVICES

1. COMPLIANCE WITH LAWS:

The **IMD CONTRACTOR** agrees that it shall comply with all requirements necessary for Medi-Cal payment for mental health treatment services; that it shall comply with all provisions and requirements in law pertaining to patient rights; that it shall comply with all requirements in federal law and regulations pertaining to federally funded mental health programs; and, the **CONTRACTOR** further agrees that it shall comply with all applicable laws and regulations for all services delivered.

The **CONTRACTOR** shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by the **CONTRACTOR** must be in accordance with these laws, ordinances, codes and regulations. Violation of these provisions shall constitute a material breach of this Agreement.

2. PATIENTS' RIGHTS:

CONTRACTOR warrants that its written Patients' Rights Policy provisions comply with Welfare and Institutions Code Section 5325, et. seq. and with Title 9 C.C.R. Article 6.

3. REPORTING OF DEATH, INJURY, DAMAGE OR UNUSUAL INCIDENT TO COUNTY:

If a death, serious personal injury, substantial property damage or unusual incident occurs in connection with the performance of this Agreement, the **CONTRACTOR** shall immediately notify **COUNTY** by telephone. The **CONTRACTOR** shall promptly submit to the **COUNTY** a written report in such form as may be required by it of all accidents which occur in connection with the performance of this Agreement. This report must include the following:

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- A. Name and address of injured or deceased person;
 - B. Name and address of CONTRACTOR'S agents, employees, or parties involved, if any;
 - C. Name and address of CONTRACTOR'S liability insurance carrier; and
 - D. A detailed description of the incident and whether any of the COUNTY'S patients or employees were involved.
 - E. Report any of the above to COUNTY regardless if patient is from another county.

4. DESIGNATED LIAISONS:

The CONTRACTOR and the COUNTY liaisons with respect to performance of this Agreement are as follows:

COUNTY Liaison(s): Peter Spofford, Administration
Yana Jacobs, Clinical Coordination
P.O. Box 962
Santa Cruz, CA 95061
Phone: (83 1) 454-4170
FAX: (83 1) 454-4663

CONTRACTOR Liaison: Stephen Hooker
7th Avenue Center
117 1 7th Avenue
Santa Cruz, CA 95062
Phone: (83 1) 476-1700

5. IMD ADMISSION CRITERIA

- A. The CONTRACTOR shall admit patients with a DSM IV diagnosis subject to bed availability, with order of a physician, and compliance with reasonable admission policies and procedures. Individuals in need of 24-hour skilled nursing services, patients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them ~~from~~ being admitted into a lower level care facility, shall also be considered acceptable for admission. Frequency, scope and severity of these behaviors are determining factors to be negotiated on ~~an~~ individual patient basis between the COUNTY and the CONTRACTOR. The COUNTY may grant individual exceptions to these admission criteria. It is agreed by the COUNTY and the

CONTRACTOR that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from dementia, developmental disability, mental retardation or physical illnesses without a psychiatric component shall not be considered for admission.

- B. Persons who have Medi-Cal from another county cannot be changed to Santa Cruz County Medi-Cal without COUNTY'S prior written consent.

6. BASIC IMD SERVICES

- A. It is agreed by both the CONTRACTOR and the COUNTY that the basic service level (the minimum array of services provided to IMD residents) fully complies with Title 22 of the California Code of Regulations, Section 72445, which includes life skill training, money management, training on accessing community services, transitional programs, and discharge planning with the COUNTY staff. It is further agreed by the CONTRACTOR that basic services will also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and **bilingual/bicultural** programming.
- B. CONTRACTOR to provide a seclusion and restraint room in accordance with all federal, state and local laws and regulations including Fire Marshall requirements.

7. PRIOR AUTHORIZATION:

- A. **Form:** The COUNTY shall utilize an Authorization Form which must be completed for each patient admitted by the CONTRACTOR under this Agreement (see last page of this Exhibit).
- B. **Process:** The COUNTY Coordinator or contract liaison shall provide the CONTRACTOR with a completed authorization form prior to each patient admission. A patient may be admitted ~~without~~ a completed authorization form on the basis of verbal authorization from the COUNTY contract liaison(s) by mutual consent of the COUNTY and the CONTRACTOR, provided the COUNTY supplies a completed form within three (3) days from the date of admission.

8. REIMBURSEMENT SERVICES

- A. This is a negotiated rate Agreement providing for payment by patient day for COUNTY approved patients. This rate is comprised of the facility's current State approved Medi-Cal rate, the State approved Special Treatment Program (STP) rate and, if applicable, a supplemental patch rate negotiated between the COUNTY and CONTRACTOR. For the current contract year, CONTRACTOR'S total daily rate shall not exceed \$109.98 per patient day.

In subsequent years, the daily rate may be increased by the amount of increase in the State approved Medi-Cal and STP rates, which shall be documented in writing through official correspondence from the State Department of Mental Health. Any rate increase in the COUNTY supplemental patch amount is subject to negotiation and approval by the COUNTY Board of Supervisors.

- B. **Occupied Beds:** The COUNTY shall pay the CONTRACTOR for the services described under this Agreement for occupied bed days, less Medi-Cal Share of Cost for patients on private LPS Conservatorships or private payeeships. CONTRACTOR shall bill the COUNTY monthly based upon the current rate less Medi-Cal Share of Cost for private LPS Conservatees or private payees.
- C. **Unoccupied Beds:** The COUNTY shall pay the CONTRACTOR at the Medi-Cal bed hold rate (Title 22 of the California Code of Regulations, Section 5 1535.1) for unoccupied bed days if there is an agreed upon bed hold between the COUNTY liaison(s) and CONTRACTOR liaison based on DHS approved facility rates. This is the DHS approved Medi-Cal rate less food costs as specified.
- D. **Payment for Services:** The CONTRACTOR shall bill the COUNTY on a monthly basis for the beds for which the COUNTY has approved patients utilizing those beds plus any agreed upon bed holds. The CONTRACTOR shall provide the COUNTY with a bill on the approved County form within (10) days after the end of the month of service. The bill shall include occupancy data by client, client share of cost, and vacant bed data by day.
- The COUNTY shall pay the CONTRACTOR for services within sixty (60) days after receipt of the approved County form.
- E. **Medi-Cal Share of Cost:** The CONTRACTOR shall be responsible for collecting Medi-Cal Share of Cost for patients on private LPS Conservatorships or' private payees. LPS Conservatees who are the responsibility of the COUNTY'S Public

Guardian shall have their Medi-Cal Share of Cost collected by COUNTY. The gross amount owed by the COUNTY shall be reduced by the amount of Medi-Cal Share of Cost owed the facility by private conservators or private payees for services provided to COUNTY authorized patients. The CONTRACTOR shall deduct from its monthly claim the Medi-Cal Share of Cost which the facility is owed for that month by private Conservatees or private payees. Details of the Share of Cost by individual patient shall be included in each monthly bill.

- F. **One-On-One Supervision Services:** COUNTY agrees to reimburse CONTRACTOR for providing one-on-one supervision for specific patients authorized in advance by COUNTY due to patient's level of clinical acuity. COUNTY will reimburse CONTRACTOR for this service at the rate of \$205.00 per day. COUNTY'S maximum financial obligation for one-on-one services shall not exceed \$3,075 (15 days).

9. COST REPORT:

The CONTRACTOR shall provide a detailed cost report, in a format prescribed by the COUNTY, no later than 60 days from the date of termination of this Agreement, or the end of the contract year, whichever occurs first. This report shall be subject to audit by appropriate Federal, State and County audit agencies.

10. AUDITS:

- A. **Scope:** The COUNTY may audit the CONTRACTOR billing for, and provision of, services under this Agreement at any time with fourteen (14) days advance written notice. The COUNTY financial audits shall be conducted in accordance with generally accepted audit standards and limited to a verification that services billed by the CONTRACTOR were actually provided to the COUNTY patients as prescribed in this Exhibit. The CONTRACTOR shall provide the COUNTY with on-site access to all reasonable documents, records and other supporting information for billing and services under this Agreement.
- B. **Repayment:** The CONTRACTOR must repay the COUNTY for any overpayments identified in the course of an audit within thirty (30) days of audit completion unless the audit finds are appealed as set forth in the next paragraph. At the COUNTY'S discretion, repayment may be scheduled for direct, submission to the COUNTY or an offset of a future bill for services under this Agreement.

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C. Appeals: The CONTRACTOR has the right to appeal audit findings and related COUNTY actions in writing to the County Board of Supervisors or through any other administrative conflict resolution mechanism identified by the COUNTY. The COUNTY shall schedule a formal hearing for CONTRACTORS appeals. In the case of such an appeal, the CONTRACTOR repayment shall be due within thirty (30) days after the appeal process is final.

11. PROGRAM DESCRIPTION:

Treatment Services Included:

- A. Individualized program to meet the specific needs of each client.
- B. A structured training regimen with individualized counseling to assist clients in the development of new skills and in modifying behaviors that exclude them from living in a lower level of care facility. The facility shall have the capability of providing all of the following special rehabilitation program services. Individual programs shall be provided based on the specific needs identified through patient assessments.
 1. Self-Help Skills Training; this shall include but not be limited to:
 - 1) Supervision of medication and education regarding medication;
 - 2) Money management;
 - 3) Use of public transportation;
 - 4) Use of **community** resources;
 - 5) Behavior and impulse control;
 - 6) Symptom management;
 - 7) Frustration tolerance/stress management;
 - 8) Mental health/substance abuse education;
 - 9) Physical education.
 2. Behavioral Intervention Training; this shall include but not be limited to:
 - 1) Behavior modification modalities;
 - 2) Incentive based rehabilitation;
 - 3) Patient government activities;
 - 4) Group counseling;
 - 5) Individual counseling.

3. Interpersonal Relationships; this shall include but not be limited 'to:

- 1) Social counseling;
- 2) Educational and recreational therapy;
- 3) Social activities such as outings, dances, etc.

4. Pre-vocational Preparation Services; this shah include but not be limited to:

- 1) Homemaking;
- 2) Work activity;
- 3) Vocational counseling.

5. Discharge planning:

- 1) Planning for community living;
- 2) Linkage to medical services in the **community** as needed;
- 3) Transitional activities such as visits to, or participation in community programs.

12. TARGET POPULATION, FACILITY SPECIALIZATION: Adults with serious mental disabilities with acute and subacute features.

13. GOALS OF PROGRAM:

- A. To assist Santa Cruz County in efficiently and effectively managing limited resources by providing an alternative to utilization of state hospital days and acute hospital administrative days.
- B. To increase the client's motivation and skills toward self-restoration.
- C. To prevent or decrease the rate of decompensation, thus decreasing placements at higher, more costly levels of care.
- D. To provide the intensive staffing required to supervise and treat behavioral and **medical** conditions.

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14. PROGRAM PLAN:

Each facility will provide the COUNTY with a copy of the Service Treatment Program (STP) approved by the State Department of Mental Health.

15. BILINGUAL/BICULTURAL PROGRAMMING:

The CONTRACTOR shall to the best of its ability use available staff resources to provide bilingual/bicultural programming. The CONTRACTOR shall be responsible for providing **services** to non-English-speaking clients in their own language. The CONTRACTOR shall be responsible for providing services that are individualized to incorporate the cultural background of the client. This requirement takes into consideration the language, family structure, religion, and belief system of the client.

16. ADMISSION AND CONTINUED STAY CRITERIA:

- A. Admission for contracted services occurs only upon the order of a licensed mental health physician, with approval of the COUNTY representative(s).
- B. Admission is available only to individuals in need of 24-hour skilled nursing services and observation of mental illness or other related disorders. Individuals with exclusively physical illnesses shall not be admitted.
- C. Clients must exhibit behavioral symptoms which prohibit them from being admitted into a lower level care. Such symptoms may include combativeness, elopement risk and verbal abusiveness.
- D. Clients exceeding the capabilities of the facility shall not be admitted. In the event of unusual circumstances, the CONTRACTOR shall cooperate with the Santa Cruz County liaison in formal review of a denied admission.
- E. The CONTRACTOR reserves the right to conduct a pre-admission interview. The CONTRACTOR shall designate specific individuals responsible for admission intake, acceptance of cases, and admission arrangements. The interview and decision process and notification of decision outcome and reasons in case of denial shall occur within three working days of referral.
- F. Services, benefits and facilities shall be provided to clients without regard to race,

creed, national origin, sex, age or physical or mental handicap. No one will be refused service because of inability to pay for such services.

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- G. Transfers of clients among facilities within a contracted corporation shall be arranged by mutual consent and with notification to, and appropriate input from, the client's conservator, significant family, and specified individuals involved with client's treatment and supports.
- H. All contractors comprise the system of care for clients who are admitted into Santa Cruz County IMD bed. Discharges from one CONTRACTOR, and admissions to another CONTRACTOR shall be arranged by mutual consent and with notification to, and appropriate input from, the client's conservator, significant family, and specified individuals involved with client's treatment and supports.

17. DISCHARGE CRITERIA AND PLANNING:

- A. Discharge planning is initiated at the time of admission and continues throughout the client's stay. The treatment team, under the coordination of the facility Program Director, assists in establishing an effective support network and outpatient services as available. The facility Program Director coordinates work with the physician, responsible party, the COUNTY liaison, and other appropriate social service agencies in planning and effecting routine or planned transfer or discharge.
 - 1. Discharge plans and goals are documented in the client's record at admission and updated quarterly.
 - 2. Continuing re-evaluation of each client's discharge potential shall be noted as specified in the Medi-Cal and Medicare regulations.
 - 3. Discharge summaries will routinely be provided by the contractor to the County designated liaison within thirty days.
- B. In the event of unanticipated discharge, the facility shall give notice to the client's physician and the COUNTY representative within 24 hours of discharge.
 - 1. The Facility shall attempt to assist the COUNTY and physician in an orderly transfer, providing notice of impending discharge in advance if possible.
 - 2. Nursing notes shall provide the documentation supporting the rationale for

discharge and details of the disposition. A completed transfer form shall accompany the client to the receiving facility.

- C. Clients are discharged from the facility only upon the written order of the attending physician or facility medical director.
- D. If a client is voluntary and wishes to leave the facility without the order of the physician, the client must sign a statement acknowledging departure from the facility without written physician order.
- E. Assistance with discharges may be obtained from the COUNTY'S public agencies, including the Public Guardian's Office of the Human Resources Agency.
- F. Upon discharge or death of the client, the facility shall refund:
 - 1. Any unused **funds** received by the facility for the client's bill to the **payor** source within 30 days.
 - 2. Any entrusted funds held in a demand account for the client to the client within three normal banking days.
 - 3. Any money or valuables entrusted by the client to the care of the facility shall be stored in the facility and returned to the client upon demand and in exchange for a signed receipt.

18. CASE MANAGEMENT:

- A. The COUNTY shall provide ongoing assessment of the need for case management. Each client shall be reviewed by the treatment team on admission and at least monthly to assure that **all** client needs are met.
- B. The facility Program Director or designee shall contact the COUNTY designated case management **staff/liaison** when additional services are required. Regular meetings shall occur.
- C. Client records shall be available to support staff as needed, with appropriate approvals for release of information.

19. EVALUATION AND REPORTING REQUIREMENTS:

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The COUNTY and the CONTRACTOR recognize that there is a need to implement an appropriate reporting system in order to evaluate and monitor contract activities. The COUNTY needs to keep an accurate record of each person placed for IMD services for each day of service. All client data and services will be maintained by the COUNTY in the COUNTY mental health client data system. The CONTRACTOR is responsible for making sure the COUNTY receives accurate and timely (within 24 hours of each transaction) information of all clients served. The COUNTY and the CONTRACTOR, have developed reporting instruments to facilitate evaluation and monitoring. The CONTRACTOR shall comply with implementation of these reporting instruments. See Exhibit F attached.

20. PATIENT RECORD REQUIREMENT:

- A. The CONTRACTOR shall maintain client records in a safe place in locked files; retain, dispose and transfer records according to applicable county, state and federal laws and regulations; and maintain confidentiality of records. The records will be in sufficient detail to make an evaluation of contract services possible.
- B. The CONTRACTOR shall permit authorized personnel designated by the local Mental Health Director to make periodic inspections and to furnish those designated personnel such information and client records as they may require to monitor, review, and evaluate fiscal and clinical effectiveness, appropriateness, and timeliness of services being rendered under this contract.
- C. The CONTRACTOR is in full compliance with all Title 22 California Code of Regulation Requirements for Skilled Nursing Facilities.

21. MINIMUM STAFFING QUALIFICATIONS:

The CONTRACTOR shall submit to the COUNTY job descriptions, including minimum qualifications for employment and duties performed, for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. The CONTRACTOR agrees to submit any material changes in such duties and minimum qualifications to the COUNTY prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file with the COUNTY.

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22. HARBOR HILLS - ADDITIONAL PROVISIONS:

- A. CONTRACTOR shall provide specific dedicated space for COUNTY psychiatrists with nurse support, chart availability, lead case manager availability, and scheduling.
- B. Priority access to vacant beds shall be give by CONTRACTOR to Santa Cruz County.
- C. CONTRACTOR shall reduce delays regarding placements. CONTRACTOR shall conduct a face to face interview with the client or a review of the packet for admission within 24 hours or one working day of the referral from Dominican Behavioral Health. Any denial of **acceptances** shall be communicated verbally to the Inpatient County Mental Health Liaison or, in his/her absence, to a designee. This communication shall be immediate and verbal to insure that there is a comprehensive understanding of why a person is not accepted and what particular changes that individual would need to make in his/her behavior to be accepted by Harbor Hills.
- D. CONTRACTOR will work with client and family groups to insure responsiveness to community needs and clinical care requirements.
- E. CONTRACTOR will participate on joint committees such as monthly Contractors' meeting.

S:Contracts 99-00
7th Avenue Center Scope 2000-2003
11.18.99

COUNTY OF SANTA CRUZ
HEALTH SERVICES AGENCY
Community Mental Health

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LONG TERM REHABILITATION CARE (IMD/STP)

Authorization Form

Date Initiated: / / -

_____ is authorized by Community Mental Health of
PATIENT NAME/CASE NUMBER

Santa Cruz to be placed in a bed on ____/____/____ with the following provider
DATE

of long-term rehabilitative services:

(Check appropriate facility)

7TH AVENUE CENTER ☐
CRESTWOOD FACILITY ☐
OTHER _____ ☐

SIGNATURE:

CMH COORDINATOR

- / - / -
DATE

S:Contracts 99-00
IMD Author. Form
9.11.99

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

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

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

<input type="checkbox"/>	An Addition to said contract shall be as follows:
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