



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ⁰¹⁷⁹

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

November 2, 2000

AGENDA: November 21, 2000

BOARD OF SUPERVISORS

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

RE: Approval of State Managed Care Agreement and Related Resolutions

Dear Board Members:

In 1998, mental health services provided to Medi-Cal beneficiaries in California transitioned from an individual state run fee-for-service program to a consolidated program managed through each county's State authorized Mental Health Plan (MHP). In short, this change designated Santa Cruz County Mental Health as the Managed Care provider of mental health services for all Medi-Cal beneficiaries in the County.

The managed care entitlement and the County's responsibilities are defined in the attached contract with the State Department of Mental Health. This contract contains the same terms as in previous years and is attached for your approval.

One component of care provided through the County's Managed Care Plan includes mental health services for Medi-Cal beneficiaries who are minors and who live out-of-home and out of their county of residence (typically in either foster care or in group homes).

In March, 2000 your Board approved an agreement with the California Mental Health Directors Association (CMHDA) allowing that organization to function as an intermediary with an Administrative Services Organization (ASO) on behalf of Santa Cruz County. This agreement continues to improve beneficiary access to care and maintains continuity of treatment services to these out-of-county minors.

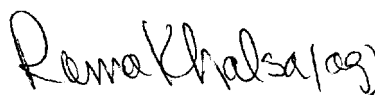
In order to support implementation of the ASO, \$2.3 Million of the initial statewide distribution of FY 2000-2001 State General Funds for Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services will be retained by the State Department of Mental Health. Santa Cruz County's share of the \$2.3 Million to be retained by DMH for the ASO is \$55,430.

In order to continue the current arrangement, the County must authorize the State Department of Mental Health through a Board resolution to hold \$55,430 of the County's EPSDT Medi-Cal dollars and transfer the funds to the CMHDA. The County will continue the multi-year agreement with the CMHDA to act as the County's agent to monitor and reimburse the Administrative Services Organization.

It is, therefore, RECOMMENDED that your Board:

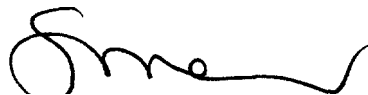
1. Adopt the attached resolution authorizing the State Department of Mental Health to withhold \$55,430 from State General Funds designated for distribution to the County to provide EPSDT Specialty Mental Health Services in FY 2000-2001.
2. Adopt the attached resolution approving the Mental Health Managed Care contract for FY 2000-2001 between the State Department of Mental Health and the County; and
3. Approve the State Managed Care contract for FY 2000-2001, and authorize the Health Services Administrator to sign.

Sincerely,



Rama Khalsa
Health Services Agency Administrator

RECOMMENDED:



Susan Mauriello
County Administrative Officer

RK:AP
Attachments

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

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

RESOLUTION NO. _____

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

**AUTHORIZATION FOR THE STATE DEPARTMENT OF MENTAL HEALTH TO
WITHHOLD \$55,430 FROM STATE GENERAL FUNDS DESIGNATED FOR INITIAL
DISTRIBUTION TO SANTA CRUZ COUNTY TO PROVIDE EPSDT SPECIALTY
MENTAL HEALTH SERVICES IN FISCAL YEAR 2000-2001**

WHEREAS, Santa Cruz County wishes to ensure access to medically necessary specialty mental health services for full scope Medi-Cal beneficiaries under the age of 18 placed outside of Santa Cruz County; and

WHEREAS, in order to provide the above services dollars must be transferred to the California Mental Health Directors Association (CMHDA) which will fund services authorized on behalf of Santa Cruz County beneficiaries by an administrative services organization (ASO); and

WHEREAS, the ASO will manage authorization, provider certification, contracting and claims payment for selected Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services provided to eligible children/youth placed out-of-county; and

WHEREAS, under this arrangement, the funding available for Santa Cruz County beneficiaries for EPSDT specialty mental health services will remain at the current level, and the State Department of Mental Health will consider any funds given to CMHDA on behalf of Santa Cruz County as funds given to Santa Cruz County;

NOW, THEREFORE, BE IT RESOLVED that the Santa Cruz County Board of Supervisors authorize the State Department of Mental Health to withhold \$55,430 from State General Funds designated for initial distribution to Santa Cruz County to provide Early and Periodic Screening, Diagnosis and Treatment specialty mental health services in Fiscal Year 2000-2001, and to forward said funds to the California Mental Health Director's Association for services provided through the ASO.


PASSED AND ADOPTED, by the Board of Supervisors of the County of Santa Cruz, State of California, this 21st day of November, 2000, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS
ABSTAIN: SUPERVISORS

Chair of the Board

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:


County Counsel

Distribution:

County Administrative Officer
Auditor-Controller
County Counsel
Health Services Agency Administration
Community Mental Health Services
Local Mental Health Board

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

0183

RESOLUTION NO. _____

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

RESOLUTION APPROVING THE "MENTAL HEALTH MANAGED CARE **CONTRACT**"
BETWEEN THE STATE DEPARTMENT OF MENTAL HEALTH AND THE
COUNTY OF SANTA CRUZ HEALTH SERVICES AGENCY-MENTAL HEALTH

WHEREAS, the Board of Supervisors of Santa Cruz County desires to amend the Mental Health Managed Care contract with the State Department of Mental Health for purposes of providing mental health managed care services to Santa Cruz County Medi-Cal beneficiaries.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Board of Supervisors are hereby authorizing the Health Services Administrator to sign and execute such a contract and its attachment on behalf of Santa Cruz County.

PASSED AND ADOPTED, by the Board of Supervisors of the County of Santa Cruz, State of California, this 21 st day of November 2000, by the following vote (requires four-fifths vote for approval):

AYES: **SUPERVISORS**
NOES: **SUPERVISORS**
ABSTAIN: **SUPERVISORS**

CHAIR OF THE BOARD

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:



ASSISTANT COUNTY COUNSEL

Distribution:

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0184

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

FROM: HEALTH SERVICES (Mental Health) (Dept.)
Ramakrishna Sagar (Signature) 11/07/00 (Date)

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

1. Said agreement is between the County of Santa Cruz (Community Mental Health) (Agency)
and, the State of California Department of Mental Health, 1600 9th St., Sacramento, CA 95814 (Name & Address)
2. The agreement will provide mental health managed care funding for residents of Santa Cruz County.
3. The agreement is needed, to provide the above
4. Period of the agreement is from July 1, 2000 to June 30, 2001
5. Anticipated cost is \$ N/A (Fixed amount; Monthly rate; Not to exceed)
6. Remarks:
7. Appropriations are budgeted in N/A (Index#) N/A (Subobject)

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

Appropriations ~~are~~ available and ~~have been~~ encumbered. Contract No. R-680 Date 1/8/00
are not N/A will be

GARY A. KNUTSON, Auditor - Controller

By Linda Chou Deputy.

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

Health Services (Agency).

Remarks:

GH (Analyst)

County Administrative Officer

By GH Date 11/09/00

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 Originating 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

STANDARD AGREEMENTAPPROVED BY THE
ATTORNEY GENERAL

STD. 2 (REV. 6.91)

CONTRACT NUMBER

AM. NO.

00-70062-000

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER

94-6000534

THIS AGREEMENT, made and entered into this 1st day of July, 2000,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

0185

TITLE OF OFFICER ACTING FOR

AGENCY

DEPUTY DIRECTOR

Department of Mental Health

, hereafter called the State, and

CONTRACTOR'S NAME

Santa Cruz County Mental Health Community Health Services

, hereafter called the Contractor,

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

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

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

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

Approved as to Insurance
By [Signature]
Risk Manager
Date 10-27-2000

APPROVED AS TO FORM
By [Signature]
Office of the County Counsel

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

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

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

STATE OF CALIFORNIA**CONTRACTOR**

AGENCY

Department Of Mental Health

CONTRACTOR

Santa Cruz County Mental Health Community Health Servi

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING

LINDA A. POWELL, DEPUTY DIRECTOR

PRINTED NAME AND TITLE OF PERSON SIGNING

TITLE

Administrative Services

ADDRESS

1400 Emeline Avenue
Santa Cruz, CA 95060AMOUNT ENCUMBERED BY THIS
DOCUMENT

\$ 1,886,405.00

PROGRAM/CATEGORY (CODE AND TITLE)

10.25 Community Service - O.T.

FUND TITLE

General Fund

Department of General Services
Use OnlyPRIOR AMOUNT ENCUMBERED FOR
THIS CONTRACT

\$ 0.00

(OPTIONAL USE)

Managed Care PCA 23334

ITEM

4440-1 03-0001

CHAPTER

STATUTE

FISCAL YEAR

2000-2001

TOTAL AMOUNT ENCUMBERED TO
DATE

\$ 1,886,405.00

OBJECT OF EXPENDITURE (CODE AND TITLE)

4233-702

I hereby certify upon my own personal knowledge that budgeted funds
are available for the period and purpose of the expenditure stated above.

T.B.A. NO

B.R. NO

SIGNATURE OF ACCOUNTING OFFICER

DATE

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CONTRACTOR

STATE AGENCY

DEPT. OF GEN SER

CONTROLLER

STANDARD AGREEMENT

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

ARTICLE II - DEFINITIONS

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

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

- M. "Subcontract" means an agreement entered into by the Contractor with any of the following:
1. A provider of specialty mental health services who agrees to furnish covered services to beneficiaries.
 2. Any other organization or person who agrees to perform any administrative function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of this contract.
- N. "Organizational provider" means a provider as defined in Title 9, CCR, Section 1810.231.
- O. "Urgent condition" means a situation experienced by a beneficiary that without timely intervention is certain to result in an immediate emergency psychiatric condition.
- P. "Public school site" means a location on the grounds of a public school at which a provider delivers specialty mental health services to beneficiaries.
- Q. "Satellite site" means a site owned, leased or operated by an organizational provider at which specialty mental health services are delivered to beneficiaries less than 20 hours per week, or, if located at a multiagency site, at which specialty mental health services are delivered by no more than two employees or contractors of the provider.

ARTICLE III -- GENERAL PROVISIONS

A. Governing Authorities

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

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

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

Chapter 11 (commencing with Section **1810.100**), Title 9, CCR;

Title 42, Code of Federal Regulations (CFR);

Title 42, United States Code;

All other applicable laws and regulations.

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

B. Fulfillment of Obligation

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

C. Amendment of Contract

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

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

D. Contract Disputes .

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

E. Inspection Rights

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

F. Notices

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

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

Santa Cruz County Mental Health
1400 Emeline Avenue
Santa Cruz, CA 95060
Attn: Glenn Kulm, Interim Director

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

I. Nondiscrimination

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

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

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

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

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

J. Patients' Rights

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

K. Relationship of the Parties

The Department and the Contractor are, and will at all times be deemed to be, independent agencies. Each party to this agreement will be wholly responsible for the manner in which it

performs the obligations and services required of it by the terms of this agreement. Nothing herein contained will be construed as ~~creating~~ the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department, its agents and employees, **will not** be entitled to any rights or privileges of Contractor employees and will not be considered in any manner to be Contractor employees. The Contractor, its agents and employees, will not be entitled to any rights or privileges of state employees and will not be considered in any manner to be state employees.

L. Severability

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

M. Waiver of Default

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

N. Drug-Free Workplace Certification

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

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

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

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

O. Year 2000 Compliance

The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this contract are "Year 2000 compliant." For purposes of this contract, a good or service is Year 2000 compliant if it **will** continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and **representation supersedes** all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

P. Child Support Compliance

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.
2. The contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

ARTICLE IV -- TERM AND TERMINATION

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A. Term of Contract

This contract will become effective on July 1, 2000 and will continue in full force and effect through June 30, 2001, subject to the provisions of Article III, Section G, because the State has currently appropriated and available for encumbrance only funds to cover costs through June 30, 2000.

B. Contract Renewal

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

C. Contract Termination

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

D. Mandatory Termination

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

E. Termination of Obligations

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

ARTICLE V - DUTIES OF THE CONTRACTOR

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

A. Provision of Services

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

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

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

295.00 - 298.9	302.8 - 302.9	311 - 313.82
299.1 - 300.89	307.1	313.89 - 314.9
301.0 - 301.6	307.3	332.1 - 333.99 *
301.8 - 301.9	307.5 - 307.89	787.6
302.1 - 302.6	308.0 - 309.9	

*Note: Treatment of diagnoses 332.1 - 333.99, Medication Induced Movement Disorders, is a covered service only when the Medication Induced Movement Disorder is related to one or more included diagnoses.

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

290.12 - 290.21	299.10 - 300.15	308.0 - 309.9
290.42 - 290.43	300.2 - 300.89	311 - 312.23
291.3	301.0 - 301.5	312.33 - 312.35
291.5 - 291.89	301.59 - 301.9	312.4 - 313.23
292.1 - 292.12	307.1	313.8 - 313.82
292.84 - 292.89	307.20 - 307.3	313.89 - 314.9
295.00 - 299.00	307.5 - 307.89	787.6

B. Availability and Accessibility of Service

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

C. Emergency Psychiatric Condition Reimbursement

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

D. Organizational and Administrative Capabilities

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

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

E. Quality Management

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

Ensure that all covered services delivered by organizational providers are provided under the direction of a physician; a ~~licensed~~/~~waivered~~ psychologist; a licensed/registered/~~waiver~~ social worker; a ~~licensed~~/~~registered~~/~~waivered~~ marriage, family and child counselor; or a registered nurse.

F. Beneficiary Records

Maintain at a site designated by the Contractor for each beneficiary who has received services a legible record kept in detail consistent with Attachment C (consisting of three pages), which is incorporated herein by reference, and good professional practice which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment. References to the client in Attachment C are references to beneficiaries who have received services through the Contractor. If a beneficiary receives only psychiatric inpatient hospital services, the

Contractor need not maintain a record for the beneficiary in addition to the record maintained by the facility, provided the Contractor and appropriate oversight entities have access to the facility's record as provided in Article VIII, Section 4.f.

G. Review Assistance

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

H. Implementation Plan

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

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

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

J. Cultural Competence Plan

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

K. Certification of Organizational Providers

Certify the organizational providers that subcontract with the Contractor to provide covered services, in accordance with Title 9, CCR, Section 1810.435 and the requirements specified in Attachment D (consisting of two pages), which is herein incorporated by reference, prior to the date on which the provider begins to deliver services under the contract, and once every two years after that date, except as provided in this section and in Attachment D. The on-site review required by Title 9, CCR, Section 1810.435(d) as a part of the certification process will be made of any site owned, leased, or operated by the provider and used to deliver covered

services to beneficiaries, except that on-site review is not required for public school or satellite sites.

If the Department has performed a similar certification of the provider for participation in the Short-Doyle/Medi-Cal program, certification by the Contractor is not required prior to delivery of services under this contract and the next certification will be due within two years of the date of the last certification by the Department, except as provided in Attachment D.

The Contractor may allow an organizational provider to begin delivering covered services to beneficiaries at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of the date the provider requested certification in accordance with the Contractor's certification procedures, the date the site was operational or the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the provider begins delivering covered services to beneficiaries at the site.

The Contractor may allow an organizational provider to continue delivering covered services to beneficiaries at a site subject to on-site review as part of the biennial recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the biennial recertification of the provider is due.

Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the sites operated by an organizational provider to facilitate the claiming of federal financial participation by the Contractor and the Department's tracking of that information.

L. Recovery from Other Sources or Providers

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

M. Third-Party Tort and Casualty Liability Insurance

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

Services in exercising its responsibility for such recoveries, the Contractor will meet the following requirements:

1. If the State Department Health Services requests payment information and/or copies of paid invoices/claims for covered services to a beneficiary, the Contractor will deliver the requested information within 30 days of the request. The value of the covered services will be calculated as the usual, customary and reasonable charge made to the general public for similar services or the amount paid to subcontracted providers or out of plan providers for similar services.
2. Information to be delivered will contain the following data items:
 - a. Beneficiary name.
 - b. Full 14 digit Medi-Cal number.
 - c. Social Security Number.
 - d. Date of birth.
 - e. Contractor name.
 - f. Provider name (if different from the Contractor)
 - g. Dates of service.
 - h. Diagnosis code and/or description of illness.
 - i. Procedure code and/or description of services rendered.
 - j. Amount billed by a subcontractor or out of plan provider to the Contractor (if applicable),
 - k. Amount paid by other health insurance to the Contractor or subcontractor.
 - l. Amount and date paid by the Contractor to subcontractor or out of plan provider (if applicable).
 - m. Date of denial and reasons (if applicable).
3. The Contractor will identify to the State Department of Health Services the name, address and telephone number of the person responsible for receiving and complying with requests for mandatory and/or optional at-risk service information.
4. If the Contractor receives any requests by subpoena from attorneys, insurers or beneficiaries for copies of bills, The Contractor will provide the State Department of Health Services with a copy of any document released as a result of such request, and will provide the name and address and telephone number of the requesting party.

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

N. Financial Resources

1. Maintain adequate financial resources to carry out its obligation under this contract.
2. Have sufficient funds on deposit with the Department in accordance with Section 5778(l), W&I Code as the matching funds necessary for Federal financial participation to ensure timely payment of claims for inpatient services and associated administrative days, if applicable.

O. Financial Report

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

P. Books and Records

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

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

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

Q. Transfer of Care

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

R. Department Policy Letters

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

S. Delegation

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

T. Fair Hearings

Represent the Contractor's position in fair hearings (as defined in Title 9, CCR, Section 1810.216. I) dealing with beneficiaries' appeals of denials, modifications, deferrals or terminations of covered services. Carry out the final decisions of the fair hearing process with respect to issues within the scope of the Contractor's responsibilities under this contract. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a fair hearing decision.

U. Crosswalk between Provider Coding Systems

Comply with Title 9, CCR, Section 1840.304 when submitting claims for federal financial participation for services billed by individual or group providers using service codes from the Health Care Financing Administration's Common Procedure Coding System (HCPCS). At such time as the table currently included in Section 1840.304 is deleted from the section, the Contractor shall follow the table issued by the Department as a DMH Information Notice.

V. Beneficiary Brochure and Provider Lists

Provide beneficiaries with a brochure upon request and when a beneficiary first receives a specialty mental health service from the Contractor or its subcontracting providers, including but not limited to an assessment to determine whether medical necessity criteria pursuant to Title 9, CCR, Section 1830.205 are met. The brochure shall contain a description of the services available; a description of the process for obtaining services, including the Contractor's statewide toll-free telephone number; the availability of a list of the Contractor's providers upon request; a description of the Contractor's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process. The description of the right to request a fair hearing shall include the information that a fair hearing may be requested whether or not the beneficiary uses the beneficiary problem resolution process and whether or not the beneficiary has received a notice of action pursuant to Title 9, CCR, Section 1850.210.

Provide beneficiaries with a list of the Contractor's providers upon request. The list shall include the providers' names and addresses and shall include information on the category of services available from each provider. At a minimum the services available from the provider must be categorized as psychiatric inpatient hospital services, targeted case management services and/or all other specialty mental health services. The list may include instructions to the beneficiary explaining how appointments may be scheduled.

If beneficiary brochures issued by the Contractor prior to the effective date of this contract do not include all required information regarding the beneficiary's right to request a fair hearing or information about the availability of a list of the Contractor's providers upon request, the Contractor shall include this information in the next printing of the beneficiary brochure or no later than June 1, 2001, whichever is earlier.

ARTICLE VI -- DUTIES OF THE STATE

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

A. Payment for Services

Pay the appropriate payments set forth in Article VII.

B. Reviews

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

C. Monitoring for Compliance

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

D. Approval Process

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

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

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

E. Certification of Organization Provider Sites Owned or Operated by the Contractor

Certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with Title 9, CCR, Section 1810.435 and the requirements specified in Attachment D. This certification shall be prior to the date on which the Contractor begins to deliver services under this contract at these sites and once every two years after that date, unless the Department determines an earlier date is necessary. The on-site review required by Title 9, CCR, Section 1810.435(e), will be made of any site owned, leased, or operated by the Contractor and used for to deliver covered services to beneficiaries, except that on-site review is not required for public school or satellite sites.

If the Department has performed a similar certification of the Contractor's organizational provider sites for participation in the Short-Doyle/Medi-Cal program, certification by the Department is not required prior to the date on which the Contractor begins to deliver services under this contract at these sites.

The Department may allow the Contractor to begin delivering covered services to beneficiaries at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on-site review by the Department is latest of the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained.

The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the biennial recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances.

Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the Contractor to facilitate the claiming of federal financial participation by the Contractor and the Department's tracking of that information.

F. Sanctions

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

G. Notification

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

ARTICLE VII -- PAYMENT

A. Amounts Payable

The amount payable for the 2000-2001 Fiscal Year ending June 30, 2001 is **\$ 1,886,405.00**. Of the total amount payable for the 2000-2001 Fiscal Year, **\$ 3,048.00** is additional state funds for covered services provided to beneficiaries residing in institutions for mental diseases. The amount payable is an interim amount only and is subject to the development of the allocation amount for the 2000-2001 Fiscal Year pursuant to Section D. Any requirement of performance by the Department and the Contractor for this period and for subsequent periods will be dependent upon the availability of future appropriations by the Legislature for the purpose of this contract.

B. Payment to the Contractor

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

C. Payment in Full

The amount payable under Section A, referred to hereafter as the allocation amount, constitutes payment in full by the Department of the State matching funds on behalf of beneficiaries for all covered services and for all utilization review and administrative costs incurred by the Contractor in providing or arranging for such services, except for the additional state matching funds for covered services to beneficiaries residing in institutions for mental diseases and for covered services, other than psychiatric inpatient hospital services, provided to beneficiaries under 21 years of age who are eligible for the full scope of Medi-Cal benefits.

The total amount payable in Section A includes an amount equal to state matching share of the historical cost of psychiatrist and psychologist services provided in the fee-for-service Medi-Cal program, which is not separately identified. The total amount payable also includes the separately identified amount in Section A, which equals the federal matching share for these costs. This amount is included to reflect the fact that federal funds are not available for these services. The separately identified amount for covered services to beneficiaries residing in institutions for mental diseases will be reviewed by the Department to ensure that the amount reasonably reflects the historical cost of psychiatrist and psychologist services provided in the fee-for-service Medi-Cal program. The amount payable under Section A for these services may be amended based on this review and the availability of state funds.

State matching funds, in addition to the amount payable under Section A, for covered services, other than psychiatric inpatient hospital services, provided to beneficiaries under 21 years of age who are eligible for the full scope of Medi-Cal benefits will be paid in accordance with the Interagency Agreement between the Department and the State Department of Health Services, which provides the federal financial participation and specified state matching funds for the Medi-Cal specialty mental health services and related activities.

D. Determination of Allocation Amount

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

E. Renegotiation or Adjustment of Allocation Amount

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

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

F. Disallowances and Offsets

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

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

G. Federal Financial Participation

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

ARTICLE VIII -- SUBCONTRACTS

A. Subcontracts

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

Quality Improvement Program

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

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

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

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

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

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

Attachment B

Utilization Management Program

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

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

Attachment C

Documentation Standards For Client Records

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

A. Assessments

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

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

2. Timeliness/Frequency Standard for Assessment

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

B. Client Plans

1. Client Plans will:

- have specific, observable or quantifiable goals

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

2. Timeliness/Frequency of Client Plan:

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

C. Progress Notes

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

- The client record will provide timely documentation of relevant aspects of client care

- Mental health staff/practitioners will use client records to document client encounters, including relevant clinical decisions and interventions
- All entries in the client record will include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable
- All entries will include the date services were provided
- The record will be legible
- The client record will document referrals to community resources'and other agencies, when appropriate
- The client record will document follow-up care, or as appropriate, a discharge summary

2. Timeliness/Frequency of Progress Notes:

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

a. Every Service Contact

- Mental Health Services
- Medical Support Services
- Crisis Intervention

b. Daily

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

c. Weekly

- Day Treatment Intensive
- Day Rehabilitation
- Adult Residential

d. Other

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

Attachment D

Provider Certification by the Contractor or the Department

As a part of the organizational provider certification requirements in Article V, Section K, and Article VI, Section E, the Contractor and the Department respectively will verify, through an on-site review if required by those sections or if determined necessary by the Contractor or the Department respectively, that:

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

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

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

On-site **review** is not required for primary care and psychological clinics licensed under Division 2, Chapter 1 of the Health and **Safety** Code. Services provided by the clinics may be provided either on the premises or off site in accordance with the conditions of their license.

When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every two years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:

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

There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.