



County of Santa Cruz

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(831) 454-4066 FAX: (831) 454-4770

HEALTH SERVICES AGENCY
ADMINISTRATION

May 22, 2001

AGENDA: June 5, 2001

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

**RE: APPROVAL OF MENTAL HEALTH MANAGED CARE CONTRACT
AMENDMENTS AND RELATED ACTIONS**

Dear Members of the Board:

As reported to your Board over the past six years, the State Department of Mental Health implemented a statewide managed care program for inpatient and outpatient mental health services provided to Medi-Cal beneficiaries.

In January 1995, the County assumed responsibility for administering inpatient mental health benefits to Santa Cruz County Medi-Cal beneficiaries. In June 1998, outpatient mental health services to Medi-Cal beneficiaries transitioned from a state operated fee for service program to a consolidated program managed through each county's approved Mental Health Plan. In essence, this change designated Santa Cruz County Mental Health as the insurance plan for mental health services provided to county Medi-Cal recipients.

As such, Mental Health now functions as an insurer with associated financial risk. In addition to meeting its treatment obligations to beneficiaries, the County must effectively manage this risk. In order to accomplish this dual goal, the following changes to the County's existing Mental Health managed care system are proposed.

Outpatient Managed Care Contract Providers

For the past three years, Mental Health has contracted with both private practitioners and community clinics via Master Agreements to provide outpatient services to Medi-Cal beneficiaries as authorized by the County's Mental Health Plan. Without this panel of providers, the County could not meet its mandated obligation to provide services.

The individual practitioner Master Agreements reimburse providers for outpatient psychotherapy (individual and family) and assessments at different rates depending on licensure, i.e., marriage and family therapy, social work, clinical psychology or psychiatry. The clinic Master Agreement also reimburses clinic providers for these same types of outpatient services.

The attached managed care Master Agreements reflect the first rate increases for all contract providers since the County's implementation of the outpatient managed care program in June 1998. Since that time, 40% of the original individual providers have chosen to end their relationship with the County to provide these services. Most have cited low reimbursement rates as their reason for terminating their contract. While the proposed rate will remain lower than those of other managed care plans, it is anticipated that the increases will help to attract new providers as well as slow the attrition rate of current contractors. HSA is proposing that these new rates become effective July 1, 2001. Funds for these increases are included in the Mental Health budget request for 2001/2002.

Annual Reserve Analysis & Staffing Changes

HSA Mental Health was instructed by the Board to present an annual report which addresses whether the Mental Health Plan has adequate reserves for catastrophic care, incurred but not reported claims (IBNR), and anticipated volume and utilization of treatment services in the coming year. Because this program is an entitlement, it is extremely important to monitor program utilization trends. At this time, the County contracts with William M. Mercer Inc. to perform this actuarial work. Mercer is awaiting additional paid claims files from the State to complete this analysis. HSA will report back to your Board no later than August 7th with this report and associated staff changes related to the managed care program. In addition, new state requirements in quality of care processes, timely payment of claims, grievance procedures, etc. still need to be addressed after reviewing the risk and reserve data from Mercer. The report back to your Board will therefore also include recommended changes in staffing levels in clinical care and some administrative functions using mental health managed care funds. These changes will have no impact upon county general fund dollars in the 2001/2002 budget request coming before your Board in June.

Data Support

The Mental Health managed care program previously purchased specialized software for tracking treatment authorizations, denials and provider claims as well as the limited acquisition of computer related hardware. At this time, additional software products are being reviewed by Mental Health to further the County's ability to effectively manage the managed care program.

New software is required to address a significant weakness in current management of risk, i.e., the timely retrieval and analysis of data. Such a product will enable the managed care program and the entire Mental Health & Substance Abuse Division to create a data warehouse which gives managers and evaluators the capacity to perform "real time" data analyses with which to more effectively manage staff, other resources, dollars, and ultimately risk.

In addition to providing the capability to routinely manipulate and analyze data, generate on-going reports and make information based management/policy decisions, the software also needs the capacity to be directly linked to Mental Health's existing managed care software.

After thoroughly reviewing software options, HSA will return to your Board early next fiscal year with a recommended software product and vendor.

Managed Care Correction

In November 2000, your Board adopted a resolution authorizing the State Department of Mental Health to withhold \$55,430 from State General Funds designated for distribution to the County to provide out-of-county foster care Medi-Cal Mental Health Services in FY 2000/01. Inadvertently, the corresponding contract which your Board approved in March, 2000 allowing the California Mental Health Directors Association (CMHDA) to function as an intermediary with an Administrative Services Organization (ASO) on behalf of Santa Cruz County was omitted from the 2000/01 Continuing Agreements List. This agreement is required to facilitate access to, and continuity of treatment for, Santa Cruz Medi-Cal beneficiaries under the age of 18 placed in out-of-county residential programs. It authorizes payment to CMHDA/ASO for the treatment of this population. This is an extremely important service for foster care children to get critical mental health treatment.

Upon your Board's approval, the County will continue the multi-year contract with CMHDA to act as the County's agent to monitor and reimburse the Administrative Services Organization.

It is, therefore, RECOMMENDED that your Board:

1. Approve the attached amended Master Agreements for Managed Care Providers, County Contract Nos. 1621-01, 1622-01, 1623-01, 1624-01 and 1635-01 (Budget Index 363301, Subobject 3638), increasing rates of reimbursement effective July 1, 2001, and authorize the Health Services Administrator to sign; and
2. Approve the attached contract with the California Mental Health Directors Association, County Contract No. 2045-01 (Budget Index 363301, Subobject 4380) to coordinate and manage the activities of an Administrative Services Organization on behalf of the County effective July 1, 2000, and authorize the Health Services Administrator to sign; and
3. Direct the HSA Administrator to report back by August 7, 2001, with risk and reserve analysis and other mental health managed care changes.

Sincerely,

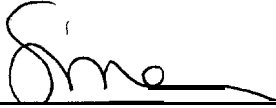


Rama Khalsa
Health Services Administrator

RK/PS/ep

Attachments: ADM-29
Contract
Contract Amendment
Amendment Cover Sheet

RECOMMENDED



Susan Mauriello
County Administrative Officer

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

Index #: 363301
Subobject #: 3665
Contract #s: CO01621-01
CO01 622-01
CO01 623-01
CO01 624-01
CO01635-01

**Psychiatric Inpatient Services
Outpatient Mental Health Services by LCSW &/or MFT
Mental Health Services by Psychologist
Psychiatric Treatment Services
Various Managed Care Medi-Cal Clinic Providers
Amendment to 2000-01 Master Agreements**

The parties hereto agree to amend those certain agreements dated June 1, 1998, County Contract Numbers 1621-01, 1622-01, 1623-01, 1624-01 and 1635-01, by changes as follows:

1. Master Agreements 1621-01, 1622-01, 1623-01 and 1624-01

Delete existing Master Agreements and replace with new attached Master Agreements for CO01621-01, CO01622-01, CO01623-01 and CO01624-01 to be effective July 1, 2001.

2. Exhibits B, C and D of 1635-01

Delete existing Exhibits B, C and D of County Contract No. 1635 and replace with new attached Exhibits B, C and D to be effective July 1, 2001.

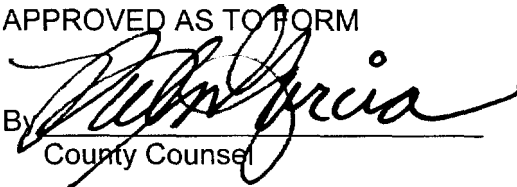
All other provisions, excepting those mentioned above, shall remain the same.

Dated: April 2, 2001

COUNTY OF SANTA CRUZ

By _____
Rama Khalsa
Health Services Administrator

APPROVED AS TO FORM

By  _____
County Counsel

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0156

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

FROM: (HEALTH SERVICES (Mental Health))
[Signature] (Signature) 4-26-01 (Date)

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

- Said agreement is between the County of Santa Cruz (Community Mental Health) (Agency) and Calif. Mental Health Directors Assoc., 1119 K Street, Sacramento, CA 95814 (Name & Address)
- The agreement will provide coordination and management of the activities of an Administrative Service Organization on behalf of the County, ---
- The agreement is needed to provide the above...
- Period of the agreement is from October 19, 1999 to until terminated
- Anticipated cost is \$ 6,000 through June 30, 2001 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Auditor: This is a Continuing Agreement that was inadvertently omitted from the 2000/2001 Continuing Agreements List - Section I
- Appropriations are budgeted in 363301 (Index#) 4 3 8 0 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C002045-01 Date 5-23-01
are not available and will be encumbered.
By [Signature] Deputy Auditor-Controller

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

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 5/27/01

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) **31**

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

County Department/Agency: The County of Santa Cruz through the HEALTH SERVICES AGENCY (Community Mental Health) 0157 1400 Emeline Avenue, P.O. Box 962, Santa Cruz CA 9506 I-0962

Hereinafter called COUNTY and:

CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION
1119 K Street, 2nd Floor
Sacramento, CA 95814
(916) 556-3477

hereinafter called CMHDA for managed care direct client care and administrative services.

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

WHEREAS pursuant to the provisions of California Government Code, Section 3 1000, and W & T 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 Provisions	A
Standard County Mental Health Provisions	B
Standard County / Agency Provisions	C

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:

October 19, 1999 until terminated

CMHDA
By: Catherine Camp
Catherine Camp
EXECUTIVE DIRECTOR

COUNTY
By: Ken Kluska
HEALTH SERVICES ADMINISTRATOR

Approved as to Form:
[Signature]
County Counsel

Approved as to Insurances:
Janet McKinley 12-15, 99
Risk Management Division Chief

Index # 363301
Subobject # 4380
Contract # C002045 -01
Amount No Maximum Amount

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

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

CONTRACT BETWEEN COUNTY AND CMHDA
Coordination with Administrative Services Organization
For Mental Health Services

RECITALS

WHEREAS, during early 1998, California Specialty Mental Health Services provided to Medi-Cal beneficiaries transitioned from an individual fee-for-service program to a consolidated program managed through the County's State-authorized Mental Health Plan;

WHEREAS, one component of care provided through the County's **State-**authorized Mental Health Plan includes Specialty Mental Health services for Medi-Cal beneficiaries who are minors and who reside out-of-home and out of their County of residence;

WHEREAS, the County desires coordinated management of such services in order to better assure beneficiary access to care and to maintain and foster continuity of treatment services;

WHEREAS, the County and CMHDA have concluded that coordinated management of such services can best be accomplished through an Administrative Services Organization ("**ASO**"), whose activities shall be monitored by CMHDA;

WHEREAS, CMHDA intends to contract with an ASO to manage the provision of Specialty Mental Health services to full scope Medi-Cal eligible beneficiaries ages 0 to 18, who have been placed in Out-of-County group homes, foster homes or kinship placements;

WHEREAS, the scope of the services sought from an ASO include the following components: (1) Managing Service Provision, including, but not limited to, developing and maintaining the provider network, determining need for services, determining and authorizing type, frequency and duration of services, assuring the quality of services and providing all necessary beneficiary rights and protections; and (2) Administrative Functions, including, but not limited to, claims processing and payment, information management, and reporting and fiscal management and cost reporting;

WHEREAS, is it mutually advantageous for the County to authorize the State Department of Mental Health ("**DMH**") to distribute to CMHDA available state funding for the Early and Periodic Screening, Diagnosis and Treatment ("**EPSDT**") program for the subsequent transfer of some such funds to the **ASO**;

NOW, THEREFORE, in consideration of the foregoing, the County and CMHDA agree as follows:

1. IMPLEMENTATION OF AS0 CONTRACT

A. CMHDA shall enter into a contract with an AS0 (the "AS0 Contract"), which CMHDA shall select based upon CMHDA's evaluation of responses to the CMHDA's December 8, 1998 "Request for Proposals: Administrative Services Organization for Mental Health Services," a correct copy of which is attached hereto as Attachment 1.

B. CMHDA shall monitor the AS0's compliance with the AS0 Contract, and shall keep the County informed as to any material developments and issues that may arise during the duration of thereof;

2. REGULATORY COMPLIANCE AND FUNDING FLOW

A. The County shall authorize the DMH to distribute to CMHDA all state funding for EPSDT, including initial distribution and final payment, available for Medi-Cal beneficiaries who receive services in conjunction with the AS0 Contract;

B. Within 30 days after the AS0 provides the necessary data and request for reimbursement, the County shall transfer to CMHDA an amount equal to any and all federal matching funds ("Federal Financial Participation") the County is to receive for services provided to beneficiaries in conjunction with the AS0 contract, to the extent such beneficiaries are deemed by the appropriate state or federal authorities to be the County's Medi-Cal responsibility;

C. CMHDA shall distribute to the AS0 (1) any and all amounts CMHDA receives from the County for any Federal Financial Participation the County is to receive, as well as (2) any and all state funds transferred by the DMH through the County to CMHDA, as needed for payment of claims from authorized providers and/or for administrative expenses, as authorized by the AS0 Contract; CMHDA shall refund to the DMH any excess state funds when subsequent year payments are made available;

D. The County shall comply in good faith with all Medi-Cal rules and regulations applicable to the provision of Specialty Mental Health services for Medi-Cal beneficiaries who are minors and who reside out-of-home and out of the County;

E. The County shall cooperate with the AS0 in connection with providing authorization for services to beneficiaries who are deemed by the appropriate state or federal authorities to be the County's Medi-Cal responsibility. The County may retain responsibility for providing services for any minor placed out-of-county at the County's discretion after notification to the AS0 and CMHDA, at any point in the treatment. Upon receipt of such notification from the County, CMHDA shall

cooperate with the ASO to transfer back to the County sufficient funds to enable the County to provide treatment for any minor for whom the County retains responsibility. The County's right to receive funds back from CMHDA in order to provide services for any minor placed out-of-county shall be limited to those amounts that CMHDA is able to transfer back to the County funds from those that the County previously authorized for distribution, and/or directly distributed, to CMHDA pursuant to this Contract.

F. The County shall include in its Client Services Information reports to the DMH all required data regarding services provided in conjunction with the ASO Contract to beneficiaries who are deemed by the appropriate state or federal authorities to be the County's Medi-Cal responsibility;

G. The County shall submit to DMH all necessary Cost Report/Data Collection fiscal year-end settlement documents which reflect services provided in conjunction with the ASO contract to beneficiaries who are deemed by the appropriate state or federal authorities to be the County's Medi-Cal responsibility;

3. LIABILITY AND INDEMNIFICATION

See Paragraph 4 of Exhibit C which is incorporated into and made part of this agreement by this reference.

4. ADMINISTRATIVE FEE

A. The County shall pay an administrative fee to CMHDA on a monthly basis in consideration for CMHDA's monitoring of the ASO Contract. CMHDA shall monitor the ASO Contract on behalf of the County and any other county that participates in the coordination with the ASO for mental health services. CMHDA shall assess each participating county a portion of the monthly administrative fee based upon the percent of total paid claim transactions attributable to that county pursuant to this Contract. CMHDA shall provide monthly reports to the County reflecting the administrative fee paid by the County. The administrative fees paid by all participating counties to CMHDA shall not collectively exceed \$200,000 annually during the term of the ASO Contract. In the event of a change of circumstances pertaining to the ASO Contract that increases CMHDA's costs of monitoring the ASO Contract, the County agrees, upon request of CMHDA, to negotiate in good faith with CMHDA regarding corresponding changes to CMHDA's administrative fee.

5. INSURANCE

See Paragraph 33 of Exhibit C which is incorporated into and made part of this agreement by this reference.

6. MISCELLANEOUS

A. This Contract shall remain in force and in effect until the ASO Contract expires or is otherwise terminated. Either party may terminate this Contract upon 120 day's prior written notice to the other party. Notwithstanding the termination of this Contract, all obligations of the County pursuant to this Contract shall survive until the end of the fiscal year or until CMHDA and/or the ASO have received any and all reimbursements provided for in Section 2 above.

COUNTY OF SANTA CRUZ

EXHIBIT B - STANDARD MENTAL HEALTH PROVISIONS

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

1. ADMINISTRATION:

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

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 CMHDA 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. CMHDA 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.

Exhibit B

b. The COUNTY Director of Mental Health or his/her staff shall specify in writing the kind, quality and amount of service which shall be provided to each eligible patient/client under this Agreement. Said service to be mutually agreed upon and fall within parameters of this Agreement.

c. CMHDA 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, CMHDA 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, CMHDA 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.

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. CMHDA 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 CMHDA on an annual basis.

a. Procedure for Complaint Process. All complaints alleging discrimination in the delivery of services by CMHDA 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. CMHDA shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination, or a violation of their civil rights with the Department of Mental Health.

5. RECORDS

a. Client Records. CMHDA 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 CMHDA'S client records upon termination of this Agreement and shall thereupon act as custodian of such records for CMHDA. CMHDA 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. CMHDA 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 CON-TRACTOR 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 CMHDA 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 CMHDA. CMHDA 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 CMHDA 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.

7. FULL COMPENSATION:

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

8. PARTIAL PERFORMANCE:

In the event less than all services are performed in a proper and timely manner, CMHDA 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 CMHDA or COUNTY terminates this Agreement, the COUNTY shall retain its interest in the accounts receivable which was a result of the CMHDA'S Bronzan-McCorquodale eligible service under this Agreement. The accounts receivable shall

Exhibit B

either be assigned to the COUNTY or shall be used to offset any amounts that may be due to CMHDA resulting from such termination with said determination to be made by COUNTY in the exercise of its reasonable judgement.

10. REPORTABLE INCIDENTS

CMHDA 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.

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

Exhibit B for CMHDA
12.10.99

COUNTY OF SANTA CRUZ

EXHIBIT C -STANDARD COUNTY/AGENCY PROVISIONS

- I. **INDEPENDENT CONTRACTOR.** It is agreed that CMHDA shall perform as an independent contractor under this Agreement. CMHDA 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 CMHDA 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 CMHDA 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 CMHDA engaged under this Contract is in fact an independent contractor.

2. **CONTRACTOR'S EMPLOYEES AND EQUIPMENT.** CMHDA 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 CMHDA or under CMHDA'S supervision, by **persons** authorized by law to perform such services. If any arrangement is made whereby employees of COUNTY are used by CMHDA, they shall, while engaged in such work be considered for all purposes, as employees, servants, or agents of the CMHDA 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. CMHDA 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. CMHDA 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 CMHDA'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. CMHDA is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CMHDA is responsible for the proper maintenance of all inventory items. CMHDA will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.
4. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CMHDA 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 CMHDA'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 CMHDA 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 CMHDA and third persons.
 - b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CMHDA and CMHDA'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.** CMHDA 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 CMHDA 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.** CMHDA 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. CMHDA 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 CMHDA for provision of services under this Agreement shall be notified of CMHDA'S relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CMHDA shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CMHDA. CMHDA 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.** CMHDA 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 USC. 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. CMHDA 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, CMHDA agrees as follows:
 - a. CMHDA 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 CMHDA agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

“Discriminate, Discrimination or Discriminatory” - shall mean any act, policy or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person’s age (over 18), race, color, creed, religion, national origin, ancestry, mental or physical disability, marital status, pregnancy, gender, or sexual orientation. “Discrimination” includes the assertion of an otherwise valid reason for action as a subterfuge or pretext for prohibited discrimination

b. If this Agreement provides compensation in excess of \$50,000 to CMHDA and if CMHDA employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CMHDA shall, in all solicitations or advertisements for employees placed by or on behalf of the CMHDA, 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 CMHDA shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CMHDA’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 CMHDA 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 CMHDA’S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders this CMHDA may be declared ineligible for further contracts with the COUNTY.

(4) The CMHDA 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.** CMHDA 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. CMHDA 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 CMHDA’S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
15. **MONITORING.** CMHDA 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, CMHDA 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.** CMHDA 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 CMHDA. 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 CMHDA 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 CMHDA in the United States or in any other country without the express written consent of the CMHDA. 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 CMHDA 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.** CMHDA 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.

24. VOLUNTEERS. CMHDA agrees not to fill budgeted positions with volunteer workers.

21. TRAVELING EXPENSES, FOOD AND LODGING.

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

b. Private mileage reimbursement, if paid based upon miles driven, to CMHDA'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 CMHDA shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CMHDA 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 CMHDA'S employees to determine that CMHDA 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. C H A N G E S .

a. COUNTY may from time to time request changes in the scope of the services of CMHDA to be performed hereunder. Such changes, including any increase or decrease in the amount of CMHDA'S compensation, which are mutually agreed upon by and between COUNTY and CMHDA, 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 CMHDA 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 CMHDA under this Agreement shall become the

property of COUNTY. CMHDA 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. Paragraph not applicable

27. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CMHDA in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.

28. **EXTENSION OF TIME.** COUNTY'S Administrator may extend the time for completion of CMHDA'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 CMHDA. Both parties agree that such extension of time does not alter the amount of compensation due CMHDA.

29. **RETENTION AND AUDIT OF RECORDS.** CMHDA 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. CMHDA 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.

CMHDA 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.

34. **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.** CMHDA 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 CMHDA 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, CMHDA 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 CMHDA under this Agreement. CMHDA 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. CMHDA, 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 CMHDA'S insurance coverage and shall not contribute to it.

b. If CMHDA utilizes subcontractors in the performance of this Agreement, CMHDA 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 CMHDA in this Agreement.

(1) Types of Insurance and Minimum Limits

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

(b) Automobile Liability Insurance for each of CMHDA'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CMHDA'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) CMHDA 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 inventoriabile items in the possession of CMHDA. 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, CMHDA 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. CMHDA may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement being both available and reasonably affordable in relation

to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(b) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz”.

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

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: **Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95461.**

(d) CMHDA 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 95461.**

34. SAFETY AND INFECTION CONTROL.

a. CMHDA 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 CMHDA as a result of non-compliance with such guidelines. CMHDA agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0775

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

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)
R. Kline (Signature) 4-26-01 (Date)

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

- Said agreement is between the of Santa Cruz, (Community Mental Health) (Agency) and various Medical Clinic providers for managed care services (Name & Address)
- The agreement will provide outpatient mental health managed care services. Medi-Cal beneficiaries who are residents of Santa Cruz County.
- The agreement is needed to provide the above
- Period of the agreement is from June 1, 1998 to until terminated
- Anticipated cost is \$ no additional dollars through June 30, 2001 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: This contract change will be effective July 1, 2001. No encumbrance change needed for current fiscal year.
- Appropriations are budgeted in 363301 (Index#) 3638 (Subobject)

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

Appropriations ~~are~~ available and ~~have been~~ encumbered. Contract No. C001635-01 Date 5-23-01
~~are not~~ ~~will be~~
GARY A. KNUTSON, Auditor-Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Administrator to execute the same on behalf of the HEALTH SERVICES (Agency).
County Administrative Officer

Remarks: ES (Analyst) By [Signature] Date 5/23/01

Agreement approved as to form. Date _____

- Distribute on:
- Bd. of Supv. - White
 - Auditor-Controller - Blue
 - County Counsel - ~~Blue~~
 - Co. Admin. Officer - Canary
 - Auditor-Controller - Pink
 - Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

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

County Department/Agency: The County of Santa Cruz through the HEALTH SERVICES AGENCY (Community Mental Health) 1400 Emeline Avenue, P.O. Box 962, Santa Cruz CA 95061-0962 0176

Hereinafter called COUNTY and:

Various Managed Care Medi-Cal Clinic Providers

hereinafter called CONTRACTOR: for mental health services for individuals with Medi-Cal.

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 Managed Care Mental Health Provisions	A
Standard County/Agency Provisions	B
Scope of Services and Reimbursement	C
Medi-Cal Requirements	D

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: **from date of execution until terminated by either party in accordance with Exhibit B, Paragraph 26.**

CONTRACTOR

COUNTY

By: _____

By: _____
Rama Khalsa
HEALTH SERVICES ADMINISTRATOR

Approved as to Form:

[Handwritten Signature]

County Counsel

Approved as to Insurance:

[Handwritten Signature] 3-8-2001

Risk Management Division Chief

Index # 363301
Subobject # 3638
Contract # CO01635-01
Amount **No maximum amount**

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

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



COUNTY OF SANTA CRUZ

EXHIBIT A - STANDARD MANAGED CARE MENTAL HEALTH PROVISIONS

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

1. ADMINISTRATION:

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

2. NOTICE:

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

3. PROVISION OF SERVICES:

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

- b) The COUNTY Director of Mental Health or his/her staff shall specify in writing the kind, quality and amount of service which shall be provided to each eligible patient/client under this Agreement. Said service to be mutually agreed upon and fall within parameters of this Agreement.
- c) CONTRACTOR agrees to provide services to program clients throughout the period of this Agreement.
- d) As part of the State required Quality Assurance and Improvement Plan, CONTRACTOR shall develop a complaint and grievance process for use by clients and family members to express concerns about access to and/or quality of care. This process shall be in writing and available to the public. As part of this process, CONTRACTOR shall maintain a complaint log and provide an annual report on numbers and types of complaints, outcomes of the complaints, and system issues causing problems for patients.

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.

- a) Procedure for Complaint Process. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of race, color, religion, age, disability, national origin, gender, or sexual orientation shall be resolved by the State through the Department of Mental Health's Affirmative Action complaint process.
- b) Notice of Complaint Process. CONTRACTOR shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination, or a violation of their civil rights with the Department of Mental Health.

5. RECORDS

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

- b) Right to Review. CONTRACTOR authorizes the State Department of Mental Health, the Health Administrator or his/her designee and/or designated auditors of the COUNTY or State, the right to inspect and otherwise evaluate the appropriateness and timeliness of services performed, and to audit and inspect any books and records of CON-TRACTOR 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:

COUNTY agrees to pay CONTRACTOR on receipt of claims properly submitted per Exhibit C, Paragraph 3 certifying the extent of performance under this Agreement.

7. FULL COMPENSATION:

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

8. ACCOUNTS RECEIVABLE:

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

9. 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**

Exhibit A

period. The CONTRACTOR shall also submit a copy of the CONTRACTORS 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.

10. QUALITY IMPROVEMENT PARTICIPATION:

CONTRACTOR shall participate in the Quality Improvement program and committees. This includes case reviews and peer review, as discussed in the State approved Managed Care Plan.

Exhibit A for Managed Care 2/28/1

COUNTY OF SANTA CRUZ

EXHIBIT B - STANDARD COUNTY/AGENCY PROVISIONS

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

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

2. **CONTRACTOR'S EMPLOYEES AND EQUIPMENT.** CONTRACTOR agrees that it has secured or will secure at its own expense all persons, employees and equipment unless otherwise specified required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under CONTRACTOR'S supervision, by persons authorized by law to perform such services. If any arrangement is made whereby employees of COUNTY are used by CONTRACTOR, they shall, while engaged in such work be considered for all purposes, as employees, servants, or agents of the CONTRACTOR and not of COUNTY, irrespective of party paying them.
3. **RESPONSIBILITY FOR INVENTORY ITEMS.**
 - a. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; Such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.
 - b. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.
4. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 4 and 33 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 CONTRACTORS officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
5. **ASSIGNABILITY.** The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
6. **INTEREST OF CONTRACTOR.** CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by him under this Agreement.
7. **SUBCONTRACTS.** All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTOR'S relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.
6. **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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, , sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other nonmerit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
 - 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, creed, religion, national origin, ancestry, disability,

medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, 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 Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental 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 Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements 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 CONTRACTORS duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
15. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
16. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
17. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States

- or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 18. EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
- 19. ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
- 20. VOLUNTEERS.** CONTRACTOR agrees not to fill budgeted positions with volunteer workers.
- 21. TRAVELING EXPENSES, FOOD AND LODGING.**
- a. CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed those applicable to regular COUNTY employees. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.
- b. Private mileage reimbursement, if paid based upon miles driven, to CONTRACTORS 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 CONTRACTORS 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 CONTRACTORS compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.
- b. COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this

Agreement in the event that there is a reduction in the approved budget.

25. NOTICE OF POSSIBLE TERMINATION FOR CAUSE.

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

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

26. TERMINATION OF AGREEMENT WITHOUT CAUSE. This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.

27. TERMINATION DUE TO CESSATION OF FUNDING. COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.

28. EXTENSION OF TIME. COUNTY'S Administrator may extend the time for completion of CONTRACTOR'S performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.

29. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs last. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, federal auditors or the designee of either for a period of five (5) years after final payment under this Agreement.

30. WITHHOLDING OF PAYMENT. COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.

31. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS. CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit, performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exception by the COUNTY, State or Federal audit agency.

32. **OVERPAYMENTS.** Over payments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Over payments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.

33. **INSURANCE.**

a. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

(1) Types of Insurance and Minimum Limits

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

(b) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

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

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

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

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

(2) Other Insurance Provisions

(a) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(b) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its **officials**, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz".

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

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

(d) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to: **Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.**

34. SAFETY AND INFECTION CONTROL.

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

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

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

35. CULTURAL COMPETENCY:

In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations. CONTRACTOR shall provide or make available to staff cultural competency training. CONTRACTOR'S clients whose sole language is the COUNTY'S threshold language (i.e., Spanish) shall be provided information, access and direct services in that language

COUNTY OF SANTA CRUZ

Exhibit C - Scope of Service and Reimbursement

Various Managed Care Medi-Cal Clinic Providers

To expand the network of outpatient providers for Community Mental Health's Managed Care Medi-Cal program, the COUNTY is contracting with various community based non-profit mental health clinics. These clinics will be Medi-Cal certified to provide mental health services to individuals, families and groups. Referrals to these Managed Care clinic providers will come from the COUNTY'S Access Team which will authorize specific mental health services for Medi-Cal beneficiaries

Managed Care Medi-Cal Clinic Providers must:

- Possess the necessary license to operate;
- Provide for appropriate supervision of staff (i.e., unlicensed service providers);
- Have a clinical supervisor who meets Title 19 requirements;
- Have accounting/fiscal practices that meet the standards of COUNTY and the State Department of Mental Health Cost Reporting and Data Collection Section;
- Have adequate caseload capacity to accept Medi-Cal referrals and **provide** at least 2 weeks notice to the COUNTY before the clinic reaches capacity;
- Have a written plan of how the clinic will respond to client crises;
- Accept client referrals within 10 working days or, if deemed urgent by COUNTY Access Team, within 2 working days;
- Provide the following treatment modalities: assessment, individual therapy, family therapy, group therapy and psychological testing (by licensed psychologists if they are part of the clinic's usual staffing);
- Provide services in the preferred language of the beneficiary; and
- Have all services pre-authorized by the COUNTY'S Access Team.

Special Requirements Associated with Managed Care

It is required that CONTRACTOR:

- Comply with all state and federal laws as well as the professional standards set by professional disciplines.
- Provide the Mental Health Plan access to relevant clinical and financial records to the extent permitted by state and federal law.

- Must maintain a safe facility; ADA access is preferred.
- Permit physical review of the office by a representative of the Mental Health Plan.
- Maintain client records in a manner that meets state and federal standards.
- Meet applicable standards and participate in the COUNTY'S Quality Improvement Program.
- Provide access to client records for clinical and financial audits within the guidelines of state and federal standards for confidentiality.

1. PROGRAM INTENT

A. Primary Task:

CONTRACTORS staff will provide mental health services as defined below to assist Medi-Cal beneficiaries in successfully meeting treatment goals. All clients will meet the state definition of medical necessity to receive services as well as have a primary diagnosis which meets the state criteria for services. CONTRACTOR must meet all county, state and federal requirements of the Medi-Cal program and assign work to clinical staff within appropriate scopes of practice established by the State.

B. Service Definitions:

1. **Assessment.** Clinical analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. This must include a mental status examination, diagnostic formulation, appraisal of the individual's community functioning in several areas including living situation, daily activities, social support systems, employment and health status. This service must be face to face and be at least 60 minutes in duration. A written report is required. The service may be provided in the clinic or community. It must be signed by licensed staff.
2. **Individual Therapy.** Therapeutic interventions consistent with the clients treatment plan and goals which focus primarily on symptom reduction, improving functioning and independence of the client. This modality may include crisis intervention services for a client in a mental health related emergency. For children, this type of therapy may include play therapy, behavior modification, etc. Therapeutic techniques appropriate to the age and disorder should be used. Clinical consultation with the COUNTY'S Access Team and COUNTY psychiatrist is available to assist in formulating a goal oriented treatment plan. Individual therapy sessions are a minimum of 60 minutes including documentation. They must be face to face and may be provided in the clinic or in the community. Progress notes which meet state requirements are required.
3. **Family Therapy.** Clinical session lasting at least 60 minutes with the individual's immediate family or support system to assist the client in meeting

treatment goals. This modality may or may not include the client. Services should include consultation on the nature of the clients mental health issues, how to provide support in meeting treatment goals, education regarding mental illness, involvement in treatment planning, and how to use other support services to assist the client. This must be face to face and may be provided in the clinic or community. Progress notes which meet state requirements are required.

4. **Group Therapy.** Therapeutic interventions consistent with the client's treatment goals in the context of a group clinical process. The treatment goals should focus on symptom reduction, improved understanding of dysfunctional behaviors and interpersonal problems, and foster independence and improved mental health. The service must be face to face and last a minimum of 60 minutes including documentation and may be provided in the clinic or community. Progress notes which meet state requirements are required. Examples of groups include anger management groups, depression management groups, etc.
5. **Psychological Testing.** The administration, scoring, and interpretation of psychometric instruments with the goal of assessment of complex client psychological issues. This is billed based on the number of hours of testing where one unit of service is based on 60 minutes with a maximum of 5 hours. This modality must be face to face and includes a requirement for a written report of test results. Testing instruments should be appropriate to the age and clinical issue under consideration. Testing may only be done by a psychologist. This service may be provided in the clinic or community.

Adult Clinic Providers

For clinics serving adults, the following groups should be continuously available when there are sufficient numbers of beneficiaries in the program:

- Support/therapy group dealing with the effects of depression;
- Support/therapy group dealing with personality disorders such as Borderline Personality; and
- Support/therapy group dealing with anxiety, OCD, PTSD and other related disorders.

Children's Clinic Providers

For clinics serving children, the following groups should be available continuously when there are sufficient numbers of beneficiaries in the program:

- Support/therapy group for parents of children with serious conduct disorders, attention deficit disorders, etc.;
- **Support/therapy** group for teenage girls and boys with relationship issues; and
- Support/therapy groups for dual diagnosis youth.

2. CLINICAL DOCUMENTATION

The State has defined clinical documentation standards for all Medi-Cal providers. These will be provided to CONTRACTOR as a part of the Outpatient Managed Care Clinic Provider Manual. The COUNTY will provide training on these requirements as needed. All charts are subject to state and county audit and Quality Improvement reviews. Lack of compliance with standards can result in disallowances.

3. 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.

4. COMPLAINTS, GRIEVANCES, AND FAIR HEARINGS

The Medi-Cal program has many avenues for clients and their families to have their concerns addressed. All clinics need to comply with these state requirements and work with the Mental Health Plan to resolve beneficiary concerns at the lowest level possible and in a timely manner. This can include requests for different therapists within a clinic, requests for a second opinion on a clinical issue, etc. Training and brochures addressing these areas will be made available to CONTRACTOR.

5. PROVIDER MANUAL

CONTRACTOR must adhere to the provisions of the Outpatient Medi-Cal Managed Care Clinic Provider Manual.

6. COMPENSATION

For providing services as defined above, the following provisional rates shall be paid to the CONTRACTOR. These are interim rates and subject to adjustment on the Medi-Cal Cost Report if actual CONTRACTOR costs are lower than the interim rates. When costs of services are lower than the provisional rates, 50% of the difference will be returned to the COUNTY for return to the Federal government per the California Medi-Cal Plan for Short-Doyle Medi-Cal. If actual costs exceed the interim rates, the COUNTY will examine the reasons for these higher costs and consider rate adjustments in the following fiscal year.

CPT CODE	DESCRIPTION	TIME IN MINUTES	English Only Rate
Z5814I	Individual/Family Therapy	60	50.00
Z5814G	Group Therapy	60	15.00
Z5814A	Assessment	60	65.00
X9514	Psychological Testing (up to 5hrs)	60	65.00

If Medi-Cal is the secondary payer for the beneficiary the primary insurance must be billed first. Any subsequent balance owed for authorized mental health services will be reimbursed up to a maximum of the Medi-Cal rate less the amount paid by the primary insurance. **Invoices must be submitted within 90 days of the date the**

service was rendered. Invoices submitted more than ninety (90) days after the date CONTRACTOR renders services may **not be paid.**

Per Medi-Cal requirements, the Santa Cruz County Mental Health Plan will not compensate CONTRACTOR for patient NO SHOWS. Telephone contacts are not reimbursable services. The fee provided is considered complete compensation for the face-to-face services which includes time spent on paper work, letters, forms, etc.

7. MEDI-CAL ELIGIBILITY VERIFICATION

- A. CONTRACTOR must verify the beneficiary's Medi-Cal eligibility status at the time of service. The Mental Health Plan will assist with eligibility verification upon request. The COUNTY will assist the CONTRACTOR in ordering eligibility verification tools (i.e., AEVS or CERTS).
- B. For beneficiaries with a share of cost, CONTRACTOR will need to determine that the share of cost has been met so that the beneficiary is eligible for Medi-Cal payment. Any share of cost collected and cleared by the CONTRACTOR must be reported to the COUNTY and deducted from the appropriate claim.
- C. CONTRACTOR must obtain prior authorization for all services from the Mental Health Plan's Access Team. Services will be authorized for a specific number of visits within a specific time period.

8. METHOD OF PAYMENT

All claims to the Mental Health Plan pursuant to this Agreement shall be submitted on the HCFA 1500 form standard in the health care industry. Claims should be submitted to:

Santa Cruz County Mental Health Plan
c/o Patient Accounting – Managed Care
1400 Emeline Ave., Bldg K
Santa Cruz, CA 95060

COUNTY OF SANTA CRUZ
EXHIBIT D -- MEDI-CAL REQUIREMENTS

A. SHORT-DOYLEMEDI-CAL SERVICES (SDMC)

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

1. Mutual Objectives

a. Both CONTRACTOR and COUNTY Desire:

(1) Provider must adhere to Title XIX of the Social Security Act and conform to all other applicable Federal and State statutes and regulations.

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

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

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

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

2. The CONTRACTOR Agrees:

a. To provide a Medi-Cal cost report within 60 days after the end of the fiscal year which documents actual cost of providing Medi-Cal services per Exhibit A, Paragraph 9. After the 60 day period, CONTRACTOR claims will be held for payment until the cost report is received.

b. To reimburse the COUNTY 50% of FFP paid for services in excess of costs upon submission of the cost report. This will be returned to the federal government by the COUNTY. This is based on total reimbursement for all Medi-Cal services paid in aggregate as calculated within the Short-Doyle/Medi-Cal cost report.

c. To complete accurate CDS data forms documenting services provided by clinical staff and provide to the COUNTY within five working days.

- d. To work with Mental Health Patient Accounting/Billing section to confirm current eligibility for Medi-Cal benefits and assist clients in applying for benefits if appropriate.
- e. To document all services for a client in the medical record and to get approval for all planned services from the clients Coordinator.
- f. To provide support as requested for the Quality Improvement Committee.
- g. To reimburse the COUNTY for all audit exceptions and disallowances (which are determined by the Mental Health Director, or his/her designee, to be the responsibility of the CONTRACTOR) from either, 1) State audits (Fiscal & Quality Assurance); or 2) Quality Improvement Committee/UR denials.

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

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

3. The COUNTY Agrees:

- a. To provide Short-Doyle/Medi-Cal, patient accounting and billing services to all providers.
- b. To provide CDS services and MIS reports to facilitate productivity and case management.
- c. To provide Quality Assurance Training as requested by the provider.
- d. To provide medical records and clinical forms to all providers.
- e. To provide consultation and clinical supports based on specific services.
- f. To help identify client benefit status.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0196

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

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)
[Signature] (Signature) 4-26-01 (Date)

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

- Said agreement is between the County of Santa Cruz, (Community Mental Health) (Agency) and various psychiatrists for managed care services (Name & Address)
- The agreement will provide psychiatric managed care services for Medi-Cal beneficiaries who are residents of Santa Cruz County
- The agreement is needed, to provide the above
- Period of the agreement is from June 1, 1998 to until terminated
- Anticipated cost is \$ no additional dollars through June 30, 2001 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: This contract change will be effective July 1, 2001. No encumbrance change needed for current fiscal year.
- Appropriations are budgeted in 363301 (Index#) 3638 (Subobject)

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

Appropriations ~~are~~ available and ~~have been~~ encumbered. Contract No. C001624-01 Date 5-23-01
GARY A. KNUTSON, Auditor/Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Administrator to execute the same on behalf of the HEALTH SERVICES (Agency).
County Administrative Officer

Remarks: [Signature] (Analyst) By [Signature] Date 5/23/01
Agreement approved as to form. Date _____

Distribute on:
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) **81**

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

**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
 PERSONAL SERVICE AGREEMENT**

**PSYCHIATRIC TREATMENT SERVICES
 (Master Agreement)**

This AGREEMENT is entered into this day of _____, 200_, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

- DUTIES.** CONTRACTOR (a physician) agrees to provide psychiatric services to Medi-Cal beneficiaries referred by the Santa Cruz County Mental Health Plan. These duties include comprehensive assessment, medication management, medication monitoring and consultation provided on an outpatient basis or in hospitals or skilled nursing facilities.

CONTRACTOR or his/her designee shall respond to patient crises after hours in accordance with the ethical standards of licensure. This response to requests for psychiatric consultation or services regarding patients governed by this Agreement must be either by phone or face-to-face contacts.

CONTRACTOR shall complete documentation of all clinical services provided in compliance with Medi-Cal regulations and State Department of Mental Health Quality Improvement requirements.

- COMPENSATION.** In consideration for CONTRACTOR accomplishing said services, COUNTY agrees to pay CONTRACTOR as follows:

DESCRIPTION		TIME IN MINUTES	FEE RATE
Outpatient Services			
99205	Comprehensive Assessment	750	\$100.00
90862	Medication Management	15	55.00
Inpatient Services			
99223	Hosp Inpt Initial Care - 70 min	70	64.40
99222	Hosp Inpt Initial Care - 50 min	50	58.88
99221	Hosp Inpt Initial Care - 30 min	30	27.60
99232	Hosp Inpt Subsequent - 25 min	25	30.36
99233	Hosp Inpt Subsequent - 35 min	35	36.80
99231	Hosp Inpt Subsequent - 15 min	15	23.00
99238	Hosp Day Care Svcs - 30 min	30	18.40



99253	Inpt Consultation - 55 min	55	41.00
99251	Inpt Consultation - 20 min	20	24.60
99252	Inpt Consultation - 40 min	40	24.60
99254	Inpt Consultation - 80 min	80	57.40
99255	Inpt Consultation - 110 min	110	100.00
99312	Nursing Fac Subs Care - 25 min	25	30.00
99311	Nursing Fac Subs Care - 15 min	15	30.00
99313	Nursing Fac Subs Care - 35 min	35	30.00

If Medi-Cal is the secondary payer for the beneficiary the primary insurance must be billed first. Any subsequent balance owed for authorized mental health services will be reimbursed up to a maximum of the Medi-Cal rate less the amount paid by the primary insurance.

Invoices must be submitted within 90 days of the date the service was rendered.

Invoices submitted more than ninety (90) days after the date CONTRACTOR renders services may **not be paid**.

Per Medi-Cal regulations, the Santa Cruz County Mental Health Plan will not compensate CONTRACTOR for patient NO SHOWS. Telephone contacts are not billable services (including telephone emergency responses made per Paragraph 1). The fee provided is considered complete compensation for face-to-face services which include time spent on paper work, letters, forms, etc.

All services must have prior authorization from the Mental Health Plan's Access Team to be eligible for payment. Additionally, the CONTRACTOR must verify the beneficiary's Medi-Cal eligibility status at the time of service. Beneficiaries with a share of cost must have cleared their share of cost to be eligible for payment. COUNTY will assist with eligibility verification upon request.

All claims to the Mental Health Plan pursuant to this Agreement shall be submitted on the HCFA 1500 form standard in the health care industry. Claims should be submitted to:

Santa Cruz County Mental Health Plan
 c/o Patient Accounting - Managed Care
 1400 Emeline Ave., Bldg K
 Santa Cruz, CA 95060

3. TERM. The term of this Agreement shall be from date of execution until terminated by either party in accordance with Paragraph 4.
4. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. No cause is required of either party to terminate this Agreement.
5. CONTRACTOR ASSERTIONS. CONTRACTOR asserts possession of a current and valid Physicians and Surgeons License in good standing with the Medical Board of California. CONTRACTOR asserts that there is no license suspension, revocation, limitation on practice or investigation pending regarding CONTRACTORS license to practice medicine in the State of California; CONTRACTOR asserts possession of U.S.

Contract COO1 624-01

Drug Enforcement Administration (DEA) License. CONTRACTOR asserts that there are no outstanding malpractice claims pending. CONTRACTOR shall notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

6. CONTRACTOR must provide a history of professional liability claims which resulted in, 1) settlements or judgments paid by or on behalf of the CONTRACTOR, 2) convictions of a felony, 3) termination of hospital privileges, and/or 4) dismissal from employment for conduct.

CONTRACTOR must also submit verification of his/her highest academic degree and information supporting any specialties practiced.

7. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and CONTRACTOR shall provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this Agreement is in effect.
8. MALPRACTICE CLAIMS. CONTRACTOR shall notify COUNTY of any and all past negative medical malpractice judgments, awards, and/or settlements, and of any and all current or pending medical malpractice actions within thirty (30) days of receipt of notice of such actions.
9. QUALITY OF CARE REQUIREMENTS. CONTRACTOR must provide services in a safe environment and meet quality of care requirements which include 1) permitting physical review of CONTRACTOR office by a representative of the Mental Health Plan if requested, 2) storing and dispensing medications according to state and federal standards 3) maintaining client records in a manner that meets state and federal standards, 4) meeting the quality standards of the Mental Health Plan 5) participating in the County Quality Improvement program through peer review and 6) being willing to provide access to client records for clinical and financial audits within the guidelines of state and federal standards for confidentiality, and 7) adherence to Title XIX of the Social Security Act and conform to all other applicable Federal and State statutes and regulations.
10. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 10 and 11 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 CONTRACTORS 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).

- 11. INSURANCE. 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 CONTRACTORS insurance coverage and shall not contribute to it.

A. Types of Insurance and Minimum Limits

- (1) Workers Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- (2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____
- (3) COUNTY requires CONTRACTOR to have Comprehensive General Liability, Malpractice and Professional Liability Insurance coverage for legal liability arising out of the performance of duties under this Agreement. The minimum level of insurance shall be \$1,000,000 per occurrence, \$3,000,000 aggregate coverage. CONTRACTOR'S insurance shall be primary for litigation arising from actions of the CONTRACTOR under the terms of this agreement.

B. Other Insurance Provisions

- (1) 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.
- (2) 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”.

Notice of cancellation or changes in coverage levels shall be communicated to COUNTY by the carrier. These notifications shall be 30 days prior to termination of coverage. All policies shall include the following language:

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

These shall be sent to Claims Desk, HSA Fiscal, P.O. Box 962, Santa Cruz, CA. 95061. Copies shall also be sent to Mental Health Administration at the same address.

- (3) 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 Agency Administration, P.O. Box 962, Santa Cruz, CA 95061.**
12. **ADMISSION POLICIES.** 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.

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. CONTRACTORS clients whose sole language is the COUNTY’S threshold language (i.e., Spanish) shall be provided information, access and direct services in that language.

13. 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 first. 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, or the designee of either for a period of five (5) years after final payment under this Agreement.
14. 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.
15. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY patients under this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.
16. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentality's, tools, and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

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

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

Health Services Administrator

Signature

Name: _____

Address: _____

Telephone #: _____

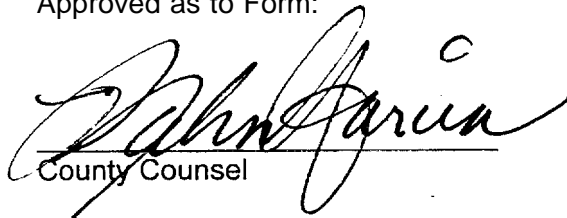
Professional License #: _____

Expiration Date: _____

DEA# _____

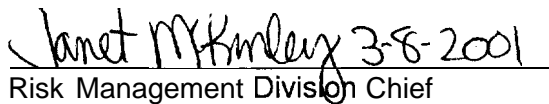
License# _____

Approved as to Form:



County Counsel

Approved as to Insurances:



Risk Management Division Chief

Distribution:

- County Administrative Officer
- Auditor-Controller
- County Counsel
- Risk Management
- Health Services Agency
- Mental Health & Substance Abuse Services
- Contractor

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0204

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

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)
[Signature] (Signature) 4-26-01 (Date)

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

- Said agreement is between the County of Santa Cruz, (Community Mental Health) (Agency) and various psychologists for managed care services (Name & Address)
- The agreement will provide mental health managed care services for Medi-Cal beneficiaries who are residents of Santa Cruz County
- The agreement is needed to provide the above
- Period of the agreement is from June 1, 1998 to until terminated
- Anticipated cost is \$ no additional dollars through June 30, 2001 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: This contract change will be effective July 1, 2001. No encumbrance change needed for current fiscal year.
- Appropriations are budgeted in 363301 (Index#) 3639 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C001623-01 Date 5-23-01
GARY A. KNUTSON, Auditor-Controller
By [Signature] Deputy.

Proposed 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: [Signature] (Analyst) By [Signature] County Administrative Officer Date 5/23/01
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) **31**

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

**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
 PERSONAL SERVICE AGREEMENT**

**MENTAL HEALTH SERVICES BY PSYCHOLOGIST
 (Master Agreement)**

This AGREEMENT is entered into this day of _____, **200_**, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR (a Psychologist) agrees to provide mental health services to Medi-Cal beneficiaries referred by the Santa Cruz County Mental Health Plan. These services include Assessment, Individual Therapy, Group Therapy, Family Therapy, and Psychological Testing provided on an outpatient basis and Hospital Consultations on an inpatient basis.

CONTRACTOR or his/her designee shall respond to client crises after office hours in accordance with the ethical standards of licensure. The response to emergency requests for psychological consultation or urgent services regarding patients governed by this Agreement must be either by phone or face-to-face contacts. The intent of this language is to insure that providers are able to provide urgent services to their current caseloads.

CONTRACTOR shall complete documentation of all clinical services provided in compliance with Medi-Cal regulations and State Department of Mental Health Quality Improvement requirements.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said services, COUNTY agrees to pay CONTRACTOR as follows:

CPT CODE	DESCRIPTION	TIME IN MINUTES	English Only Rate	Bilingual Rate
Outpatient Services				
x9538	Assessment	60	75.00	85.00
X9502	Individual/Family Therapy	60	50.00	60.00
x9506	Group Therapy	60	20.00	25.00
x9514	Psychological Testing(up to 5 hrs)	60	65.00	75.00
Inpatient Services				
x9546	Hospital Consultation	60	75.00	85.00
x9544	Hospital Consultation	30	75.00	85.00

If Medi-Cal is the secondary payer for the beneficiary the primary insurance must be billed first. Any subsequent balance owed for authorized mental health services will be reimbursed up to a maximum of the Medi-Cal rate less the amount paid by the primary insurance. **Invoices must be submitted within 90 days of the date the service was rendered.** Invoices submitted more than ninety (90) days after the date CONTRACTOR renders services may **not be paid.**

CONTRACTOR shall be reimbursed at the Standard Rate unless ATTACHMENT A of this Agreement certifying proficiency in Spanish or Sign Language is completed. If ATTACHMENT A is completed by CONTRACTOR and approved by COUNTY, the bilingual rate will be the rate of reimbursement.

Per Medi-Cal regulations, the Santa Cruz County Mental Health Plan will not compensate CONTRACTOR for patient NO SHOWS. Telephone contacts are not billable services (including telephone emergency responses made per Paragraph 1). The fee provided is considered complete compensation for face-to-face services which include time spent on paper work, letters, forms, etc.

All services must have prior authorization from the Mental Health Plan's Access Team to be eligible for payment. Additionally, the CONTRACTOR must verify the beneficiary's Medi-Cal eligibility status at the time of service. Beneficiaries with a share of cost must have cleared their share of cost to be eligible for payment. COUNTY will assist with eligibility verification upon request.

All claims to the Mental Health Plan pursuant to this Agreement shall be submitted on the HCFA 1500 form standard in the health care industry. Claims should be submitted to:

Santa Cruz County Mental Health Plan
c/o Patient Accounting - Managed Care
1400 Emeline Ave., Bldg K
Santa Cruz, CA 95060

3. ~~TERM.~~ The term of this Agreement shall be terminated by either party in accordance with Paragraph 4.
4. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. No cause is required of either party to terminate this Agreement.
5. CONTRACTOR ASSERTIONS. CONTRACTOR asserts possession of a current and valid License as a Psychologist in good standing with the Board of Psychology of the State of California. CONTRACTOR asserts that there is no license suspension, revocation, limitation or investigation pending regarding CONTRACTOR'S license as a psychologist. CONTRACTOR shall notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
6. CONTRACTOR must provide a history of professional liability claims which resulted in, 1) settlements or judgments paid by or on behalf of the CONTRACTOR, 2) convictions of a felony, 3) termination of hospital privileges, and/or 4) dismissal from employment for conduct.

Contract COO1 623-01

CONTRACTOR must also submit verification of his/her highest academic degree and information supporting any specialties practiced. For Dominican staff, the hospital has agreed to provide these documents.

7. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and CONTRACTOR shall provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this Agreement is in effect.
8. MALPRACTICE CLAIMS. CONTRACTOR shall notify COUNTY of any and all past negative medical malpractice judgments, awards, and/or settlements, and of any and all current or pending medical malpractice actions within thirty (30) days of receipt of notice of such actions.
9. QUALITY OF CARE REQUIREMENTS. CONTRACTOR must provide services in a safe environment and meet quality of care requirements which include 1) permitting physical review of CONTRACTOR office by a representative of the Mental Health Plan if requested, 2) maintaining client records in a manner that meets state and federal standards, 3) meeting the quality standards of the Mental Health Plan 4) participating in the County Quality Improvement program and 5) being willing to provide access to client records for clinical and financial audits within the guidelines of state and federal standards for confidentiality, and 6) adherence to Title XIX of the Social Security Act and conform to all other applicable Federal and State statutes and regulations.
10. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 10 and 11 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).
11. INSURANCE. 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 CONTRACTORS insurance coverage and shall not contribute to it.

A. Types of Insurance and Minimum Limits

- (1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- (2) Automobile Liability Insurance for each of CONTRACTORS 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. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____/_____.
_____.
- (3) COUNTY requires CONTRACTOR to have Comprehensive General Liability, Malpractice and Professional Liability Insurance coverage for legal liability arising out of the performance of duties under this Agreement. The minimum level of insurance shall be \$1 ,000,000 per occurrence, \$1 ,000,000 aggregate coverage. CONTRACTOR'S insurance shall be primary for litigation arising from actions of the CONTRACTOR under the terms of this agreement.

B. Other Insurance Provisions

- (1) 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.
- (2) 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".

Notice of cancellation or changes in coverage levels shall be communicated to COUNTY by the carrier. These notifications shall be 30 days prior to termination of coverage. All policies shall include the following language:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to the Claims Desk, Health Services Administration, P.O.

Box 962, Santa Cruz, CA. 95061.”

These shall be sent to Claims Desk, HSA Fiscal, P.O. Box 962, Santa Cruz, CA. 95061. Copies shall also be sent to Mental Health Administration at the same address.

- (3) 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 Agency Administration, P.O. Box 962, Santa Cruz, CA 95061.**
12. **ADMISSION POLICIES.** 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.
- 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. CONTRACTORS clients whose sole language is the COUNTY'S threshold language (i.e., Spanish) shall be provided information, access and direct services in that language.
13. 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 first. 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, or the designee of either for a period of five (5) years after final payment under this Agreement.
14. 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.

15. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY patients under this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.
16. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentality's, tools, and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

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

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

Health Services Administrator

Signature

Name: _____

Address: _____

Telephone #: _____

Professional License #: _____

Expiration Date: _____

Approved as to Form:

[Handwritten Signature]

County Counsel

Approved as to Insurances:

[Handwritten Signature] 3-8-2001

Risk Management Division Chief

Distribution:

- County Administrative Officer
- Auditor-Controller
- County Counsel
- Risk Management
- Health Services Agency
- Mental Health & Substance Abuse Services
- Contractor

MGD Care Contract with Psychologist Services
2.28.1



Attachment A

I affirm that as part of my clinical practice I have conducted psychotherapy in Spanish and/or Sign Language (circle appropriately).

I have sufficient proficiency in this second language to provide the specific services covered by this Agreement.

Signature

Print Name

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0213

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

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

[Signature] (Signature) 4-26-01 (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 various psychiatrists for managed care inpatient services (Name & Address)

2. The agreement will provide psychiatric inpatient managed care services for Medi-Cal beneficiaries
who are residents of Santa Cruz County

3. The agreement is needed, to provide the above

4. Period of the agreement is from June 1, 1998 to until terminated

5. Anticipated cost is \$ no additional dollars through June 30, 2001 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: This contract change will be effective July 1, 2001. No encumbrance change needed
for current fiscal year.

7. Appropriations are budgeted in 363301 (Index#) 3638 (Subobject)

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

Appropriations ~~are~~ available and ~~have been~~ encumbered. Contract No. C001621-01 Date 5-23-01
GARY A. KNUTSON Auditor - Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Health Services Administrator to execute the same on behalf of the HEALTH SERVICES
(Agency). County Administrative Officer

Remarks: [Signature] (Analyst) By [Signature] Date 5/23/01

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) SS
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ 1 9 -
By [Signature] Deputy Clerk

31

Index No. 363301
 Subobject: 3638
 Contract CO01621-01

**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
 PERSONAL SERVICE AGREEMENT**

**PSYCHIATRIC INPATIENT SERVICES
 (Master Agreement)**

This AGREEMENT is entered into this o day f _____, 200_, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR (a physician) agrees to provide psychiatric services to Medi-Cal beneficiaries referred by the Santa Cruz County Mental Health Plan. These services include initial and ongoing evaluations as well as consultations provided in hospitals or skilled nursing facilities.

CONTRACTOR shall complete documentation of all clinical services provided in compliance with Medi-Cal regulations and State Department of Mental Health Quality Improvement requirements.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said services, COUNTY agrees to pay CONTRACTOR as follows:

DESCRIPTION	TIME IN MINUTES	FEE RATE
99223 Hosp Inpt Initial Care - 70 min	70	64.40
99222 Hosp Inpt Initial Care - 50 min	50	58.88
99221 Hosp Inpt Initial Care - 30 min	30	27.60
99232 Hosp Inpt Subsequent - 25 min	25	30.36
99233 Hosp Inpt Subsequent - 35 min	35	36.80
99231 Hosp Inpt Subsequent - 15 min	15	23.00
99238 Hosp Day Care Srvcs - 30 min	30	18.40
99253 Inpt Consultation - 55 min	55	41.00
99251 Inpt Consultation - 20 min	20	24.60
99252 Inpt Consultation - 40 min	40	24.60
99254 Inpt Consultation - 80 min	80	57.40
99255 Inpt Consultation - 110 min	110	100.00
99312 Nursing Fac Subs Care - 25 min	25	30.00
99311 Nursing Fac Subs Care - 15 min	15	30.00
99313 Nursing Fac Subs Care - 35 min	35	30.00

If Medi-Cal is the secondary payer for the beneficiary the primary insurance must be billed



Contract COO1 621-01

first. Any subsequent balance owed for authorized mental health services will be reimbursed up to a maximum of the Medi-Cal rate less the amount paid by the primary insurance.

Invoices must be submitted within 90 days of the date the service was rendered.

Invoices submitted more than ninety (90) days after the date CONTRACTOR renders services may **not be paid**.

The fee provided is considered complete compensation for the face-to-face services, which includes time spent on paper work, letters, forms, etc.

All non-emergency services must have prior authorization from the Mental Health Plan's Access Team to be eligible for payment. Services rendered on days for which the Santa Cruz County's Inpatient Utilization Review Team has denied facility payment will be adjudicated per state law.

All claims to the Mental Health Plan pursuant to this Agreement shall be submitted on the HCFA 1500 form standard in the health care industry. Claims should be submitted to:

Santa Cruz County Mental Health Plan
c/o Patient Accounting - Managed Care
1400 Emeline Ave., Bldg K
Santa Cruz, CA 95060

3. TERM. The term of this Agreement shall be from date of execution until terminated by either party in accordance with Paragraph 4.
4. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. No cause is required of either party to terminate this Agreement.
5. CONTRACTOR ASSERTIONS. CONTRACTOR asserts possession of a current and valid Physicians and Surgeons License in good standing with the Medical Board of California. CONTRACTOR asserts that there is no license suspension, revocation, limitation on practice or investigation pending regarding CONTRACTOR'S license to practice medicine in the State of California; CONTRACTOR asserts possession of U.S. Drug Enforcement Administration (DEA) License. CONTRACTOR asserts that there are no outstanding malpractice claims pending. CONTRACTOR shall notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
6. CONTRACTOR must provide a history of professional liability claims which resulted in, 1) settlements or judgments paid by or on behalf of the CONTRACTOR, 2) convictions of a felony, 3) termination of hospital privileges, and/or 4) dismissal from employment for conduct.

CONTRACTOR must also submit verification of his/her highest academic degree and information supporting any specialties practiced. For Dominican staff, the hospital has agreed to provide these documents.
7. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and CONTRACTOR shall provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this Agreement is in effect.

Contract COO1 621-01

8. MALPRACTICE CLAIMS. CONTRACTOR shall notify COUNTY of any and all past negative medical malpractice judgments, awards, and/or settlements, and of any and all current or pending medical malpractice actions within thirty (30) days of receipt of notice of such actions.
9. QUALITY OF CARE REQUIREMENTS. CONTRACTOR must meet quality of care requirements which includes 1) storing and dispensing medications according to state and federal standards 2) maintaining client records in a manner that meets state and federal standards, 3) meeting the quality standards of the Mental Health Plan through peer review and 4) being willing to provide access to client records for clinical and financial audits within the guidelines of state and federal standards for confidentiality, and 5) adherence to Title XIX of the Social Security Act and conform to all other applicable Federal and State statutes and regulations.
10. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 10 and 11 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 CONTRACTORS 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).
11. INSURANCE. 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 CONTRACTORS insurance coverage and shall not contribute to it.

A. Types of Insurance and Minimum Limits

- (1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- (2) Automobile Liability Insurance for each of CONTRACTORS 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. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and

CONTRACTOR and COUNTY both certify to this fact by initialing here

- (3) COUNTY requires CONTRACTOR to have Comprehensive General Liability, Malpractice and Professional Liability Insurance coverage for legal liability arising out of the performance of duties under this Agreement. The minimum level of insurance shall be \$1,000,000 per occurrence, \$3,000,000 aggregate coverage. CONTRACTOR'S insurance shall be primary for litigation arising from actions of the CONTRACTOR under the terms of this agreement.

B. Other Insurance Provisions

- (1) 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.
- (2) 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".

Notice of cancellation or changes in coverage levels shall be communicated to COUNTY by the carrier. These notifications shall be 30 days prior to termination of coverage. All policies shall include the following language:

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

These shall be sent to Claims Desk, HSA Fiscal, P.O. Box 962, Santa Cruz, CA. 95061. Copies shall also be sent to Mental Health Administration at the same address.

- (3) 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 Agency Administration, P.O. Box 962, Santa Cruz, CA 95061.**

- 12. **ADMISSION POLICIES.** 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.

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. CONTRACTORS clients whose sole language is the COUNTY'S threshold language (i.e., Spanish) shall be provided information, access and direct services in that language.

13. 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 first. 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, or the designee of either for a period of five (5) years after final payment under this Agreement.
14. 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.
15. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY patients under this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.
16. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentality's, tools, and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

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

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

Health Services Administrator

Signature

Name: _____

Address: _____

Telephone #: _____

Professional License #: _____

Expiration Date: _____

DEA# _____

License# _____

Approved as to Form:


County Counsel

Approved as to Insurances:


Risk Management Division Chief

Distribution:

County Administrative Officer
Auditor-Controller
County Counsel
Risk Management
Health Services Agency
Mental Health & Substance Abuse Services
Contractor

MGD Care Inpatient Psych 2.28.01



COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0221

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

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

[Signature] (Signature) 4-26-01 (Date)

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

- Said agreement is between the COUNTY of Santa Cruz, (Community Mental Health) (Agency) and various LCSW/MFCC providers for managed care services (Name & Address)
- The agreement will provide outpatient mental health managed care services for Medi-Cal beneficiaries who are residents of Santa Cruz County.
- The agreement is needed, to provide the above
- Period of the agreement is from June 1, 1998 to until terminated
- Anticipated cost is \$ no additional dollars through June 30, 2001 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: This contract change will be effective July 1, 2001. NO encumbrance change needed for current fiscal year.
- Appropriations are budgeted in 363301 (Index#) 3638 (Subobject)

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

Appropriations ~~are available and have been encumbered.~~ ~~are not available and will be encumbered.~~ Contract No. C001622-01 Date 5-23-01
By GARY A. KILPATRICK Auditor-Controller Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Administrator to execute the same on behalf of the HEALTH SERVICES (Agency).
County Administrative Officer

Remarks: [Signature] (Analyst) By [Signature] Date 5/23/01

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod
*To Orig. Dept. if rejected.
ADM-29 (6/95)

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

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**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
 PERSONAL SERVICE AGREEMENT**

**OUTPATIENT MENTAL HEALTH SERVICES BY LCSW AND/OR MFT
 (Master Agreement)**

This AGREEMENT is entered into this day of _____, 200_, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR (a Licensed Clinical Social Worker and/or Marriage, Family and Child Counselor) agrees to provide mental health services to Medi-Cal beneficiaries referred by the Santa Cruz County Mental Health Plan. These services include Individual Therapy, Group Therapy, Family Therapy, and Assessment provided on an outpatient basis.

CONTRACTOR or his/her designee shall respond to client crises after office hours in accordance with the ethical standards of licensure. The response to emergency requests for consultation or services regarding patients governed by this Agreement must be either by phone or face-to-face contacts. The intent of this language is to insure that providers are able to provide urgent services to their current caseload.

CONTRACTOR shall provide documentation of all clinical services provided in compliance with Medi-Cal regulations and Santa Cruz County Quality Improvement requirements.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said services, COUNTY agrees to pay CONTRACTOR as follows:

CPT CODE	DESCRIPTION	TIME IN MINUTES	English Only Rate	Bilingual Rate
LCSW Services				
Z5816I	Individual/Family Therapy	60	50.00	60.00
Z5816G	Group Therapy	60	15.00	20.00
Z5816A	Assessment	60	65.00	75.00
MFT Services				
Z5814I	Individual/Family Therapy	60	50.00	60.00
Z5814G	Group Therapy	60	15.00	20.00
Z5814A	Assessment	60	65.00	75.00



If Medi-Cal is the secondary payer for the beneficiary the primary insurance must be billed first. Any subsequent balance owed for authorized mental health services will be reimbursed up to a maximum of the Medi-Cal rate less the amount paid by the primary insurance. **Invoices must be submitted within 90 days of the date the service was rendered.** Invoices submitted more than ninety (90) days after the date CONTRACTOR renders services may **not be paid.**

CONTRACTOR shall be reimbursed at the Standard Rate unless ATTACHMENT A of this Agreement certifying proficiency in Spanish or Sign Language is completed. If ATTACHMENT A is completed by CONTRACTOR and approved by COUNTY, the bilingual rate will be the rate of reimbursement.

Per Medi-Cal requirements, the Santa Cruz County Mental Health Plan will not compensate CONTRACTOR for patient NO SHOWS. Telephone contacts are not billable services (including telephone emergency responses made per Paragraph 1). The fee provided is considered complete compensation for face-to-face services which include time spent on paper work, letters, forms, etc.

All services must have prior authorization from the Mental Health Plan's Access Team to be eligible for payment. Additionally, the CONTRACTOR must verify the beneficiary's Medi-Cal eligibility status at the time of service. Beneficiaries with a share of cost must have cleared their share of cost to be eligible for payment. COUNTY will assist with eligibility verification upon request.

All claims to the Mental Health Plan pursuant to this Agreement shall be submitted on the HCFA 1500 form standard in the health care industry. Claims should be submitted to:

Santa Cruz County Mental Health Plan
c/o Patient Accounting- Managed Care
1400 Emeline Ave., Bldg K
Santa Cruz, CA 95060

3. TERM. The term of this Agreement shall be: From date of execution until terminated by either party in accordance with Paragraph 4.
4. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. No cause is required of either party to terminate this agreement.
5. CONTRACTOR ASSERTIONS. CONTRACTOR asserts possession of a current and valid License as a Licensed Clinical Social Worker and/or Marriage and Family Therapist in good standing with the Board of Behavioral Sciences of the State of California. CONTRACTOR asserts that there is no license suspension, revocation, limitation or investigation pending regarding CONTRACTOR'S license. CONTRACTOR shall notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
6. CONTRACTOR must provide a history of professional liability claims which resulted in, 1) settlements or judgments paid by or on behalf of the CONTRACTOR, 2) convictions of a felony, and/or 3) dismissal from employment for conduct.

CONTRACTOR must also submit verification of his/her highest academic degree and information supporting any specialties practiced.

- 7. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and CONTRACTOR shall provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this Agreement is in effect.
- 8. MALPRACTICE CLAIMS. CONTRACTOR shall notify COUNTY of any and all past negative medical malpractice judgments, awards, and/or settlements, and of any and all current or pending medical malpractice actions within thirty (30) days of receipt of notice of such actions.
- 9. QUALITY OF CARE REQUIREMENTS. CONTRACTOR must provide services in a safe facility and meet quality of care requirements which include 1) permitting physical review of CONTRACTOR office by a representative of the Mental Health Plan if requested, 2) maintaining client records in a manner that meets state and federal standards, 3) meeting the quality standards of the Mental Health Plan 4) participating in the County Quality Improvement program and 5) being willing to provide access to client records for clinical and financial audits within the guidelines of state and federal standards for confidentiality, and 6) adherence to Title XIX of the Social Security Act and conform to all other applicable Federal and State statutes and regulations.
- 10. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 10 and 11 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 CONTRACTORS officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- 11. INSURANCE. 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.

A. Types of Insurance and Minimum Limits

- (1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- (2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____/_____.
- (3) COUNTY requires CONTRACTOR to have Comprehensive General Liability, Malpractice and Professional Liability Insurance coverage for legal liability arising out of the performance of duties under this Agreement. The minimum level of insurance shall be \$1 ,000,000 per occurrence, \$1 ,000,000 aggregate coverage. CONTRACTORS insurance shall be primary for litigation arising from actions of the CONTRACTOR under the terms of this agreement.

B. Other Insurance Provisions

- (1) 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.
- (2) 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".

Notice of cancellation or changes in coverage levels shall be communicated to COUNTY by the carrier. These notifications shall be 30 days prior to termination of coverage. All policies shall include the following language:

"This insurance shall not be canceled until after thirty (30) days prior written

notice has been given to the Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA. 95061 ."

- (3) 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 each year to: **Quality Improvement, Health Services Agency Administration, P.O. Box 962, Santa Cruz, CA 95061.**
12. **ADMISSION POLICIES.** 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.
- 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. CONTRACTORS clients whose sole language is the COUNTY'S threshold language (i.e., Spanish) shall be provided information, access and direct services in that language.
13. 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 first. 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, or the designee of either for a period of five (5) years after final payment under this Agreement.
14. 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.

15. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY patients under this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.
16. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits, COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentality's, tools, and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor,

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

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

Health Services Administrator

Signature

Name: _____
Address: _____

Telephone #: _____
Professional License #: _____
Expiration Date: _____

Approved as to Form:

[Handwritten Signature]

County Counsel

Approved as to Insurances:

[Handwritten Signature] 3-8-2001

Risk Management Division Chief

- Distribution:**
- County Administrative Officer
 - Auditor-Controller
 - County Counsel
 - Risk Management
 - Health Services Agency
 - Mental Health & Substance Abuse Services
 - Contractor

Master Agreement
Contract with LCSW and MFT



Attachment A

I **affirm** that as part of my clinical practice I have conducted psychotherapy in Spanish and/or Sign Language (circle appropriately).

I have sufficient proficiency in this second language to provide the specific services covered by this Agreement.

Signature

Print Name