



# 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

April 23, 2002

**AGENDA: May 7, 2002**

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

**RE: Approval of HSA Agreements and Amendments**

Dear Members of the Board:

The Health Services Agency (HSA) is requesting your Board's approval of 2 new agreements and 6 contract amendments to provide various health related services that are fully reimbursed through outside funding sources.

An amendment to the agreement with the Volunteer Center is needed to provide funding for a half time Parent Partner in the family partnership program. This position is fully reimbursed from the Schiff-Cardenas Crime Prevention Act of 2000 (AB 1913) through Probation.

A new agreement with Family & Childrens Services is needed to provide outpatient mental health services to a child who was placed out-of-county pursuant to their special education (AB3632) plan. These services are fully reimbursed through the SB90 State Mandate Claims process for special education. Mental Health is required to provide behavioral health services to special education pupils.

An amendment to the Unity Care agreement is needed to provide state mandated therapeutic behavioral services (TBS), which are wrap-around services to youth at risk of hospitalization or out-of-home placement. This state mandate is a result of a court order to provide these services to Medical beneficiaries. Therapeutic behavioral services are fully reimbursed through early periodic screening diagnostic & treatment (EPSDT) state general funds and Short-Doyle Medical federal funds.

The agreement with Parents Center is being amended to provide a greater range of EPSDT services to eligible clients. These services are fully funded from state and federal sources. The contract maximum is being reduced to the anticipated level of all services provided by this vendor in the current fiscal year.

64.2

The agreement with Front Street is being amended to include the special budget augmentation for living wage approved by your Board during budget hearings. The Human Resources Agency (HRA) has presented your Board with several updates on this issue over the past year, including reports implementing the living wage among non-profit health and human service contractors. HSA Mental Health's approved budget included the appropriate federal revenue for associated with the special budget augmentation except for this specific vendor. Since this augmentation with this vendor is now being used as match for Short-Doyle Medical federal funding, the contract maximum is being increased by the living wage amount already approved by your Board and the Short-Doyle Medical federal revenue that can be earned. HSA also requests your Board's approval of the attached resolution accepting and appropriating \$66,200 of federal Short-Doyle Medical funds.

The agreement with Crestwood Behavioral Health provides skill-nursing services at various facilities. Depending upon the placement, HSA Mental Health funds the full board & care daily rate in institutions of mental disease (IMD) or a supplemental payment for mental health services above the board & care daily rate that is paid by Medical in non-IMD facilities. HSA Mental Health recently placed an individual with medical complications into one of Crestwood's facilities. Crestwood was able to accommodate this individual but at a rate of \$120 per day. The current contract allows for supplemental payments of up to \$100 per day. These services are funded with Realignment revenues.

The national nursing shortage is impacting many of our local programs, particularly Jail and Juvenile Hall. After offering vacant shifts to existing permanent and temporary help employees, HSA has used Power Personnel for emergency nursing backup when permanent and temporary staff are not interested in additional overtime. The contract amendment adds flexible staffing options and funds to the contract. The amendment can be accomplished within the existing jail budget.

Five years ago, HSA Mental Health entered into a collaborative effort with other bay area counties to open the Creekside rehabilitative care facility in Santa Rosa. This facility provides residential, rehabilitative, vocational and other mental health care. Sonoma County was the lead agency in this effort, contracting directly with the facility for the services and with the other counties as an intermediary for the beds that they used. The initial five-year program contract expired March 31, 2002 and Sonoma has asked that the other counties contract directly with the facility. The new agreement with NADHAN will fund the 3 beds that HSA Mental Health continues to use at this facility. These services are funded with Realignment revenues.

Sufficient funds exist within HSA's budget to implement these agreements and amendments and no new county funds are needed or requested.

It is, therefore, RECOMMENDED that your Board:

1. Adopt the attached resolution accepting and appropriating \$66,200 in unanticipated Short-Doyle Medical revenues into the Health Services Agency Mental Health budget; and
2. Approve the attached agreements with: Volunteer Center, Contract No. 205, increasing the maximum amount by \$20,619 to \$925,119, Families & Childrens Services, a new agreement effective March 11, 2002 with a maximum amount of \$4,310, Unity Care, Contract No. 1898, increasing the maximum amount by \$70,000 to \$521,600, Parents Center, Contract No. 1898, decreasing the maximum amount by \$40,000 to \$233,800, Front Street, Contract No. 539, increasing the maximum amount by \$132,400 to \$3,502,900, Crestwood Behavioral Health, Contract No. 593, increasing the maximum

daily supplemental rate to \$120, NADHAN - Creekside, a new agreement effective April 1, 2002 at a monthly amount of \$9,125 and Power Personnel, Contract No. 2532, adding \$30,000 in funds and additional staffing options to provide various health services and authorize the Health Services Administrator, or as their designee the Director of Administration, to sign.

Sincerely,



\_\_\_\_\_  
Rama Khalsa, Ph.D.  
Health Services Administrator

RECOMMENDED:



\_\_\_\_\_  
Susan A. Mauriello  
County Administrative Officer

Attachments: ADM-29, Contracts

cc: County Administrative Office  
Auditor-Controller  
County Counsel  
HSA Administration

64.2

4

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

RESOLUTION NO. \_\_\_\_\_

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

**RESOLUTION ACCEPTING UNANTICIPATED REVENUE**

WHEREAS, the County of Santa Cruz is a recipient of funds Short-Doyle Medi-Cal  
\_\_\_\_\_ program; and

WHEREAS, the County is a recipient of funds in the amount of \$ 66,200  
which are either in excess of those anticipated or are not specifically set  
in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds  
may be made available for specific appropriation by a four-fifths vote of  
the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County  
Auditor-Controller accept funds in the amount of \$ 66,200 into  
Department Mental Health

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	363101	0624	Short-Doyle Medi-Cal	66,200

and that such funds be and are hereby appropriated as follows:

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	363149	4616	--	Other Charges (IMD)	66,200

**DEPARTMENT HEAD** I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By  Date 4/23/12  
Department Head

64.2

COUNTY ADMINISTRATIVE OFFICER

*AS*

Recommended to Board

Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by the following vote (requires three-fifths vote for approval):

AYES: SUPERVISORS

NOES : SUPERVISORS

ABSENT: SUPERVISORS

CHAIR OF THE BOARD

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

*Ralu Garcia*  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

*Crayer* 01/25/02  
\_\_\_\_\_  
Auditor-controller

Distribution:

- Auditor-Controller
- County Council
- County Administrative Officer
- Originating Department

64.2

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)
BY: [Signature] (Signature) 4/23/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement [X] Revenue Agreement [ ]

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

- 1. Said agreement is between the Health Services Agency - Mental Health (Department/Agency) and Front Street, Inc. 303 Potrero St. Ste. 1A, Santa Cruz, CA 95060 (Name/Address)
2. The agreement will provide residential care programs & residential treatment as well as supported housing for adults with behavioral & emotional disorders, & 2 day treatment programs.
3. Period of the agreement is from July 1, 2001 to June 30, 2002
4. Anticipated Cost is \$ 3,502, 900 through June 30, 2002 [X] Fixed [ ] Monthly Rate [ ] Annual Rate [X] Not to Exceed
Remarks: Living Wage Special Augmentation in the amount of \$132,400

5. Detail: [X] On Continuing Agreements List for FY 01 - 02 . Page CC- 10 Contract No: 10539-01 OR [ ] 1st Time Agreement
[ ] Section II No Board letter required, will be listed under Item 8 AMENDMENT
[X] Section III Board letter required
[ ] Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 363149 (Index) 4616 - 01 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered. Contract No: 10539-01
are not available and will be encumbered. By: [Signature] Date: 04/25/02
AUDITOR-CONTROLLER Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Health Services Administrator (Dept/Agency Head) to execute on behalf of the

Health Services (Department/Agency)
Date: 4/28/02 By: [Signature] County Administrative Office

Distribution: Board of Supervisors - white State of California
Auditor Controller - Canary County of Santa Cruz
Auditor-Controller - Pink I, [Signature] 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 Office by an order duly entered in the minutes of said Board on 20\_\_

ADM - 29(8/01) Title I, Section 300 Proc Man By: Deputy Clerk

AUDITOR/CONTROLLER USE ONLY
Table with columns: CO, Document No., JE Amount, Lines, H/TL, Keyed By, Date, TC1 L0, Auditor Description, Amount, Index, Sub object, User Code

Contract No: 539  
Index: 363149  
Subobject: 4616

I

**AMENDMENT No. 2 TO AGREEMENT**  
Front Street Inc.

The parties hereto agree to amend that certain above Agreement dated July 1, 2001, by the changes as follows:

A. Contract Payment Limit

1. Cover Sheet

Increase the total contract maximum by \$132,400 for a new total contract maximum of \$3,502,900

2. Budget Sheets

Delete existing Exhibit C Budget and replace with new attached Exhibit C Budget.

B. Special Purpose Budget Augmentation

The purpose of this special budget augmentation is to increase the wages of the lowest paid employees of the CONTRACTOR as described on Attachment A "The Special Purpose Budget Augmentation" which is incorporated into this Agreement.

C. Reporting

CONTRACTOR shall report to COUNTY on its utilization of this special purpose budget augmentation by submitting reports within 60 days of any written request by COUNTY.

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

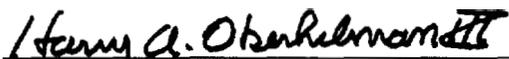
CONTRACTOR

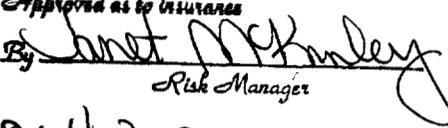
COUNTY OF SANTA CRUZ

By:   
Ann Butler, Executive Director  
Front St., Inc.  
303 Potrero Street, Suite 1A  
Santa Cruz, CA 95060

By: \_\_\_\_\_  
Health Services Agency

Approved as to form:

  
County Counsel 4-4-2002

*Approved as to insurance*  
By:   
Risk Manager  
Date 4-3-2002

64.2

LEGAL ENTITY: Front Street, Inc.  
 PROGRAM NAME: Front St., Opal Cliffs, Willowbrook & Darwin  
 INDEX NUMBER: 363149

FISCAL YEAR: 2001/02  
 CONTRACT #: CO10539-01  
 DATE: 04/17/02  
 W/LIVING WAGE

SANTA CRUZ COUNTY  
 COMMUNITY MENTAL HEALTH  
 SERVICE AGREEMENT BUDGET  
 EXHIBIT C

PROGRAM COMPONENT	Front St.	Opal Cliffs	Darwin	Willowbrook	Frnt. St. Day	Frnt. St. OP
PROVIDER #	4439	4476	44AU	44AZ	44AV	44AV
MODE	05	05	05	10	10	15
SERVICE FUNCTION	80	65	65	85	95	01-70
CONTRACTOR'S COSTS	411,875	651,496	651,507	1,916,453	731,104	90,042
<b>CONTRACT TOTAL</b>	<b>4,452,477</b>					

REVENUES						
GRANTS						
PATIENT FEES	411,875	128,079	128,079	341,544		
PATIENT INSURANCE						
OTHER						
TOTAL REVENUES	411,875	128,079	128,079	341,544		
NET CONTRACT AMOUNT		523,417	523,428	1,574,909	731,104	90,042

FUNDING SOURCES						
MEDI-CAL (FFP & MATCH)						
MAC (FFP & MATCH)						
MEDICARE						
REALIGNMENT/COUNTY						
OTHER						
TOTAL FUNDING SOURCES		523,417	523,428	1,574,909	731,104	90,042

UNIT COST CALCULATION						
CONTRACTOR'S COSTS		523,417	523,428	1,574,909	731,104	90,042
COUNTY'S DIRECT COSTS	438,041	43,056	43,056	203,479	136,680	11,770
TOTAL DIRECT COSTS	3,880,941	566,473	566,484	1,778,388	867,784	101,812
UNITS OF SERVICE		16,297	5,292	11,618	7,804	58,851
COST PER UNIT - TOTAL		107.04	107.05	153.07	111.20	1.73
CONTRACT COST PER UNIT		98.91	98.91	135.56	93.68	1.53
COUNTY COST PER UNIT		8.14	8.14	17.51	17.51	0.20
REIMBURSEMENT TYPE						
COST		RATE	RATE	RATE	RATE	COST

The COUNTY agrees to purchase the number of Contract Units specified below at the Contract Cost Per Unit calculated above, up to the maximum shown in Net Contract Amount by type of service with Reimbursement Type=RATE.  
 The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown by type of service for all services with Reimbursement Type=COST for expenditures approved in advance, in writing, by the COUNTY.

CONTRACT UNITS						
CONTRACT MEDI-CAL UNITS	16,297	5,292	5,292	11,618	7,804	58,851
CONTRACT INDIGENT UNITS	0	5,239	5,239	11,618	7,804	58,851
CONTRACT OTHER UNITS	0	0	0	0	0	0
TOTAL	16,297	53	53	0	0	0



AMENDMENT #2 TO CONTRACT #539

ATTACHMENT A, PAGE 1  
Special Purpose Budget Augmentation

Changes to Contract Budget

1. **Salaries:** The salaries of the position(s) listed below are modified as shown:

Position Title	Previous Hourly Salary	New Hourly Salary*	# Positions	Cost of Change
Housekeeper/Cook	8.50-11.75	9.80-12.10	15	31,491
Maintenance	8.50-9.50	10.45-10.50	2	6,136
Mental Health Counselor	8.50-13.25	10.00-13.65	34	67,201
Mental Health Rehab Specialist	12.75-13.60	13.73-14.00	4	5,470
Subtotal of Changes to Salary				110,298

\* Not to exceed \$14.00 per hour.

2. **Other:**

Description	Cost of Each Change
Payroll Tax_____	\$_9,375_____
Workers Comp_____	\$_3,166_____
Vacation/Sick leave/401(k)_____	\$_9,561_____
Subtotal Costs of Other	\$22,102_____

AMENDMENT #2 TO CONTRACT #539

**ATTACHMENT A, PAGE 2  
Special Purpose Budget Augmentation**

**3. Total Cost of Special Purpose Budget Augmentation** (Note: This amount should equal the amount of the augmentation specified in paragraph A of the Contract Amendment #1.)

Subtotal Salaries	\$ <u>110,298</u>
Subtotal Other	\$ <u>22,102</u>
 TOTAL	 \$ <u>132,400</u>



Contract No. 1412  
Index No. 363117  
Subobject No. 3638

Parents Center  
AMENDMENT #1 to Agreement

The parties hereto agree to amend that certain above agreement dated July 1, 2001, by changes as follows:

**1. Cover Sheet**

Decrease total contract maximum by \$40,000 for a new total contract maximum of \$233,800.

**2. Exhibit C, Scope of Service and Budget**

Delete existing Exhibit C, Scope of Service and Budget and replace with new attached Exhibit C, Scope of Service and Budget.

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

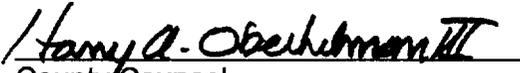
CONTRACTOR,

COUNTY OF SANTA CRUZ

By   
Celia Goeckermann, Exec. Dir.  
Parents Center  
530 Soquel Avenue  
Santa Cruz, CA 95062

BY \_\_\_\_\_  
Health Services Agency

APPROVED AS TO FORM

  
County Counsel 3-22-2002

**Exhibit C, 2001-2002**

COUNTY OF SANTA CRUZ

**EXHIBIT C -- Scope of Service and Budget**

PARENTS CENTER

Provider: Parents Center  
Provider No.: 4430  
Program: **Family Reunification/HRA**  
Program Address: 530 Soquel Avenue, Santa Cmz, CA 95062  
Provider Telephone: (831) 426-7322  
Promam Telephone: (831) 426-7322

To expand the public/private partnership in the COUNTY'S System of Care Model as well as to provide a culturally competent service system, the COUNTY is contracting with the Parents Center for five licensed and/or bilingual mental health or waived clinicians to provide intensive reunification mental health services for Santa Cruz County children in foster placement. Children's Mental Health and Parents Center staff will participate in the selection of these contract clinical staff whenever possible, although Parents Center will take the lead hiring role.

To ensure a System of Care approach with a strong focus on results and accountability, Children's Mental Health will have a pro-active and collaborative contract management role with the Parents Center program. The contractor will house and provide the lead on training, supervision, assignment, and support for contract staff. From within the COUNTY'S System of Care culture, contract staff will provide the full array of mental health rehabilitation services to reduce the length of stay in foster placement and promote a safe family reunification. Case loads will be approximately 15 per clinician in the foster care/family reunification team. Salary, benefits, transportation, registration fees, lodging, and license reimbursement will be paid by the CONTRACTOR. During the first half of fiscal year 2001-2002, Children's Mental Health housed and supervised the contract Parents Center staff. This will now be the responsibility of Parents Center to provide while at the same time being in close collaboration with Children's Mental Health SIS/SAS Supervisor. Both COUNTY and CONTRACTOR will provide training.

**1. PROGRAM INTENT**

- 1.1 Primary Task: Parents Center staff will provide mental health services intended to assist the family in successfully completing the court reunification plan, thereby reducing the average length of stay in foster placement from 12 to 7 1/2 months.
- 1.2 Description of Services and Staffing: CONTRACTOR'S staff will essentially function like COUNTY staff, receiving Human Resources Agency screened and referred foster children who are assessed by Children's Mental Health and then assigned to COUNTY or CONTRACTOR staff for reunification mental health services.

Exhibit C, 2001-2002

N

Five (5.0) full-time contract staff will provide the full array of mental health rehabilitation services including assessment, individual, collateral, group, crisis intervention and case management services. These full-time staff will be required to provide some evening and weekend work to meet the needs of families receiving services. Like COUNTY staff, CONTRACTOR'S staff will provide the majority of services in the field (e.g. homes, school, community). In addition to the five counselors, a half time clinical supervisor and other needed support staff will be added to the program. Only four of the five clinical staff must be dedicated to providing SIS services. The fifth staff can serve community referrals who have Medi-Cal.

Quality Assurance Program: CONTRACTOR'S staff will participate in the COUNTY'S clinical meetings, when appropriate, interagency collaborative efforts with the Human Resources Agency and are part of the Quality Assurance (QA) plan under the Medi-Cal Rehabilitative Option. CONTRACTOR'S staff will be assessed through the Quality Improvement Committee's guidelines as well as through the Children's Mental Health evaluation component.

**1.3 Description of Client Population:** CONTRACTOR'S staff will serve a population of seriously emotionally disturbed children and adolescents in Santa Cruz County foster placements. These foster youth have multiple behavioral and emotional problems which require an interagency approach to successfully address and safely reunify them with their families with shorter foster placement stays.

**1.4 Staffing:** Five (5.0) full-time clinical staff will be hired by CONTRACTOR. Staff who are licensed or license eligible, as Marriage Family Therapists or Clinical Social Workers or Clinical Psychologists, are preferred. However, with staff who are proficient enough in Spanish to provide comprehensive mental health services, then a combination of education and training comparable to the COUNTY'S Mental Health Client Specialist will be sufficient.

**1.5 Promam Goals:** The contract goals are to reduce the length of stay in foster placement by an average of 4 ½ months per child served (from an average of 12 months to 7 ½ months), and to safely and successfully reunify foster care children with their families.

- a. Length of Stay: Average 7 ½ months; range 4 - 12 months.
- b. Youth Served: Average case load 15 - 20; annual unduplicated count of 25 per clinician; total of 100 per year for 4 contract positions.
- c. Mental Health Services Productivity Expectation: 80% of time worked in Medi-Cal billable mental health services.
- d. Improvement in child/adolescent functioning as measured by CAFAS and/or CBCL.

**1.6 Program Evaluation:** Continued funding of this contract is dependent upon EPSDT Medi-Cal revenues and accomplishment of program intent and goals. Contract services will be

64-2

15

**Exhibit C, 2001-2002**

evaluated based upon the following:

- a. Number of youths served;
- b. Success in safe reunification;
- c. Reductions in average length of stay in foster placement;
- d. Improvement in functioning as measured by CAFAS and/or CBCL; and
- e. Mental Health services provided to Medi-Cal recipients.

**2.0 SYSTEM INTENT**

**2.1 Geographic area serviced:** County of Santa Cruz

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

**2.3 Organization and Administrative Structure:** Contract file.

**2.4 Internal System Affiliations:** Parents Center will coordinate closely with North & South County Children's Mental Health.

**2.5 External System Affiliations:** Parents Center has worked collaboratively with the Human Resources Agency in the provision of mental health services to foster children in the HRA system.

**2.6 Fair Hearing Practice:** Parents Center contract staff will be included in the fair hearing practices of COUNTY'S Children's Mental Health program.

**3.0 METHOD OF PAYMENT**

- a. Upon receipt of monthly claim documenting CONTRACTOR'S actual costs, COUNTY shall reimburse CONTRACTOR in monthly payments with an amount equal to CONTRACTOR'S expenditures for prior month.
- b. Cost of services shall be reimbursed based on actual costs up to the maximum amount of contract, whichever is less, at the end of the contract year. CONTRACTOR shall remit any unearned funds to the COUNTY at the time CONTRACTOR submits cost report.

S:2001-2002 Contracts  
1412-01 Scope (Parents Center 2001-2002)  
2/13/02

64.2



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

To: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: Health Services Agency (Department)

BY: [Signature] (Signature) 4/23/02 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement  Revenue Agreement

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

- Said agreement is between the Health Services Agency - Mental Health (Department/Agency) and Crestwood Behavioral Health, Inc. 7590 Shoreline Dr. Stockton, CA 95219 (Name/Address)
- The agreement will provide IMD, SNF &/or MHRC services for mentally disabled adults at various Crestwood facilities.
- Period of the agreement is from July 1, 2001 to June 30, 2005
- Anticipated Cost is \$ 133,000 through June 30, 2002  Fixed  Monthly Rate  Annual Rate  Not to Exceed  
Remarks: Auditor: This amendment increases the Enhanced Service/Supplemental Patch Rate to \$120/day.
- Detail:  On Continuing Agreements List for FY 01 - 02 . page CC- 9 Contract No: 10593 OR  1<sup>st</sup> Time Agreement  
 Section II No Board letter required, will be listed under Item 8  
 Section III Board letter required  
 Section IV Revenue Agreement
- Appropriations/Revenues are available and are budgeted in 363149 (Index) 4616 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 CRAUD-60

~~INCREASE OF Appropriations UNIT RATE~~ ~~are available and~~ ~~will be~~ ~~encumbered.~~  
NO ADDITIONAL ENCUMBERCE NEEDED

Contract No: 10593  
By: [Signature] Auditor-Controller Deputy Date: 04/25/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Health Services Administrator (Dept/Agency Head) to execute on behalf of the Health Services Agency (Department/Agency)

Date: 4/28/02 By: [Signature] County Administrative Office

Distribution:  
Board of Supervisors - White  
Auditor Controller - Canary  
Auditor-Controller - Pink  
Department - Gold  
state of California  
County of Santa Cruz  
I [Signature] 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 Office by an order duly entered in the minutes of said Board on \_\_\_\_\_ 20\_\_

ADM - 29(8/01)  
Title I, Section 300 Proc Man By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110						
	Auditor Description	Amount	Index	Sub object	User Code	

64.2

Contract No. 593  
Index No. 363149  
Subobject No. 4616

Crestwood Behavioral Health, Inc.  
AMENDMENT #1 to Agreement

The parties hereto agree to amend that certain above agreement dated July 1, 2001, by changes as follows:

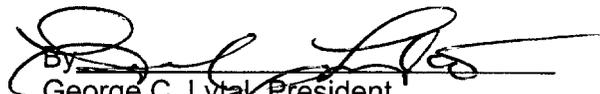
**■ Exhibit C, Scope of Service**

Delete existing Exhibit C, Scope of Service and replace with new attached Exhibit C, Scope of Service and Budget.

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

CONTRACTOR

COUNTY OF SANTA CRUZ

By   
George C. Lytal, President  
Crestwood Behavioral Health, Inc.  
7590 Shoreline Dr.  
Stockton, CA 95219

By \_\_\_\_\_  
Health Services Agency

APPROVED AS TO FORM

  
County Counsel 3-22-2002

**EXHIBIT C - IMD PROVISIONS AND SCOPE OF SERVICES**

**1. COMPLIANCE WITH LAWS:**

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

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

**2. PATIENTS' RIGHTS:**

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

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

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

- A. Name and address of injured or deceased person;
- B. Name and address of CONTRACTOR'S agents, employees, or parties involved, if any;
- C. Name and address of CONTRACTOR'S liability insurance carrier; and
- D. A detailed description of the incident and whether any of the COUNTY'S patients or employees were involved.

**Exhibit C - Crestwood, 2001-2005**

**4. DESIGNATED LIAISONS:**

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

COUNTY Liaison: Amy Peeler, Administration  
PO Box 962  
Santa Cruz, CA 95061  
Phone: (831) 454-4170  
FAX: (831) 454-4663

CONTRACTOR Liaison: Gary Zeyen, Controller  
Crestwood Behavioral Health, Inc.  
7590 Shoreline Ave.  
Stockton, CA 95219-5455  
Phone: (209) 478-5291

**5. IMD ADMISSION CRITERIA**

The CONTRACTOR shall admit patients with a DSMIV diagnosis subject to bed availability, with order of a physician, and compliance with reasonable admission policies and procedures. Individuals in need of 24-hour skilled nursing services, patients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall also be considered acceptable for admission. Frequency, scope and severity of these behaviors are determining factors to be negotiated on an individual patient basis between the COUNTY and the CONTRACTOR. The COUNTY may grant individual exceptions to these admission criteria. It is agreed by the COUNTY and the CONTRACTOR that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from dementia, developmental disability, mental retardation or physical illnesses without a psychiatric component shall not be considered for admission.

**6. BASIC IMD SERVICES**

It is agreed by both the CONTRACTOR and the COUNTY that the basic service level (the minimum array of services provided to IMD residents) fully complies with Title 22 of the California Code of Regulations, Section 72445, which includes life skill training, money management, training on accessing community services, transitional programs, and discharge planning with the COUNTY staff. It is further agreed by the CONTRACTOR that basic services will also include reasonable access to required medical treatment and

**Exhibit C - Crestwood, 2001-2005**

up-to-date psychopharmacology and transportation to needed off-site services and bilingual/bicultural programming.

**7. PRIOR AUTHORIZATION:**

**A. Form:** The COUNTY shall utilize an Authorization Form which must be completed for each patient admitted by the CONTRACTOR under this Agreement.

**B. Process:** The COUNTY Coordinator or contract liaison shall provide the CONTRACTOR with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization form on the basis of verbal authorization from the COUNTY contract liaison by mutual consent of the COUNTY and the CONTRACTOR, provided the COUNTY supplies a completed form within three (3) days from the date of admission.

**8. REIMBURSEMENT FOR SERVICES:**

**A.** This is a negotiated rate Agreement providing for payment by patient day for COUNTY approved patients. This rate is comprised of the facility's current State approved Medi-Cal rate, the State approved Special Treatment Program (STP) rate and, if applicable, a supplemental patch rate (also called Enhanced Service Rate) negotiated between the COUNTY and CONTRACTOR. For the current contract year, the supplemental patch rate shall not exceed \$120 per patient day.

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

**B. Occupied Beds:** The COUNTY shall pay the CONTRACTOR for the services described under this Agreement for occupied bed days, less Medi-Cal Share of Cost for patients on private LPS Conservatorships or private payeeships. CONTRACTOR shall bill the COUNTY monthly based upon the current rate less Medi-Cal Share of Cost for private LPS Conservatees or private payees.

**C. Unoccupied Beds:** The COUNTY shall pay the CONTRACTOR at the Medi-Cal bed hold rate (Title 22 of the California Code of Regulations, Section 51535.1) for unoccupied bed days if there is an agreed upon bed hold between the County liaison(s) and Contractor liaison, based on DHS approved facility rates. This is the DHS approved Medi-Cal rate less food costs as specified.

22

Exhibit C - Crestwood, 2001-2005

D. Payment for BASIC/STP Services: The CONTRACTOR shall bill the COUNTY on a monthly basis for the beds for which the COUNTY has approved patients utilizing those beds plus any agreed upon bed holds. The CONTRACTOR shall provide the COUNTY with a bill on the approved County form within (10) days after the end of the month of service. The bill shall include occupancy data by client, client share of cost, and vacant bed data by day.

The COUNTY shall pay the CONTRACTOR for services within sixty (60) days after receipt of the approved County form.

E. Medi-Cal Share of Cost: The CONTRACTOR shall be responsible for collecting Medi-Cal Share of Cost for patients on private LPS Conservatorships or private payees. LPS Conservatees who are the responsibility of the COUNTY'S Public Guardian shall have their Medi-Cal Share of Cost collected by COUNTY. The gross amount owed by the COUNTY shall be reduced by the amount of Medi-Cal Share of Cost owed the facility by private conservators or private payees for services provided to COUNTY authorized patients. The CONTRACTOR shall deduct from its monthly claim the Medi-Cal Share of Cost which the facility is owed for that month by private Conservatees or private payees. Details of the Share of Cost by individual patient shall be included in each monthly bill.

9. COST REPORT:

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

10. AUDITS:

A. Scope: The COUNTY may audit the CONTRACTOR billing for, and provision of, services under this Agreement at any time with fourteen (14) days advance written notice. The COUNTY financial audits shall be conducted in accordance with generally accepted audit standards and limited to a verification that services billed by the CONTRACTOR were actually provided to the COUNTY patients as prescribed in this Exhibit. The CONTRACTOR shall provide the COUNTY with on-site access to all reasonable documents, records and other supporting information for billing and services under this Agreement.

B. Repayment: The CONTRACTOR must repay the COUNTY for any overpayments identified in the course of an audit within thirty (30) days of audit completion unless the audit finds are appealed as set forth in the next paragraph. At the COUNTY'S discretion, repayment may be scheduled for direct submission to the COUNTY or an offset of a future

64.2

**Exhibit C - Crestwood, 2001-2005**

bill for services under this Agreement.

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

**11. PROGRAM DESCRIPTION:**

**Treatment Services Include:**

A. An individualized program to meet the specific needs of each client.

B. A structured training regimen with individualized therapy to assist clients in the development of new skills and in modifying behaviors that exclude them from living in a lower level of care facility. The facility shall have the capability of providing all of the following special rehabilitation program services. Individual programs shall be provided based on the specific needs identified through patient assessments.

1. Self-Help Skills Training; this shall include but not be limited to:

- 1) Supervision of medication and education regarding medication;
- 2) Money management;
- 3) Use of public transportation;
- 4) Use of community resources;
- 5) Behavior control and impulse control;
- 6) Symptom management;
- 7) Frustration tolerance/stress management;
- 8) Mental health/substance abuse education;
- 9) Physical education.

2. Behavioral Intervention Training; this shall include but not be limited to:

- 1) Behavior modification modalities;
- 2) Incentive based rehabilitation;
- 3) Patient government activities;
- 4) Group counseling;
- 5) Individual counseling;
- 6) When appropriate, intensive 1:1 staffing for assaultive behavior.

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

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

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

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

5. Discharge planning:

- 1) Planning for community living;
- 2) Linkage to medical services in the community as needed.

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

**13. GOALS OF PROGRAM:**

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

**14. PROGRAM PLAN:**

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

**15. BILINGUAL/BICULTURAL PROGRAMMING:**

25

**Exhibit C - Crestwood, 2001-2005**

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

**16. ADMISSION AND CONTINUED STAY CRITERIA:**

A. Admission for contracted services occurs only upon the order of a licensed mental health physician, with approval of the COUNTY representative(s).

B. Admission is available only to individuals in need of 24-hour skilled nursing services and observation of mental illness or other related disorders. Individuals with exclusively physical illnesses shall not be admitted.

C. Clients must exhibit behavioral symptoms which prohibit them from being admitted into a lower level care. Such symptoms may include combativeness, elopement risk, and verbal abusiveness.

D. Clients exceeding the capabilities of the facility shall not be admitted. In the event of unusual circumstances, the CONTRACTOR shall cooperate with the Santa Cruz County liaison in formal review of a denied admission.

E. The CONTRACTOR reserves the right to conduct a pre-admission interview. The CONTRACTOR shall designate specific individuals responsible for admission intake, acceptance of cases, and admission arrangements. The interview and decision process and notification of decision outcome and reasons in case of denial shall occur within three working days of referral.

F. Services, benefits and facilities shall be provided to clients without regard to race, creed, national origin, sex, age or physical or mental handicap. No one will be refused service because of inability to pay for such services.

G. Transfers of clients among facilities within a contracted corporation shall be arranged by mutual consent and with notification to, and appropriate input from, the client's conservator, significant family, and specified individuals involved with client's treatment and supports.

H. All contractors comprise the system of care for clients who are admitted into Santa Cruz County IMD bed. Discharges from one CONTRACTOR, and admissions to another CONTRACTOR shall be arranged by mutual consent and with notification to, and appropriate input from, the client's conservator, significant family, and specified individuals

64.2

**Exhibit C - Crestwood, 2001-2005**

involved with client's treatment and supports.

**17. DISCHARGE CRITERIA AND PLANNING:**

A. Discharge planning is initiated at the time of admission and continues throughout the client's stay. The treatment team, under the coordination of the facility Program Director, assists in establishing an effective support network and outpatient services as available. The facility Program Director coordinates work with the physician, responsible party, the COUNTY liaison, and other appropriate social service agencies in planning and effecting routine or planned transfer or discharge.

- 1. Discharge plans and goals are documented in the client's record at admission and updated quarterly.
- 2. Continuing re-evaluation of each client's discharge potential shall be noted as specified in the Medi-Cal and Medicare regulations.
- 3. Discharge summaries will routinely be provided by the contractor to the County designated liaison within thirty days.

B. In the event of unanticipated discharge, the facility shall give notice to the client's physician and the COUNTY representative within **24** hours of discharge.

- 1. The Facility shall attempt to assist the COUNTY and physician in an orderly transfer, providing notice of impending discharge in advance if possible.
- 2. Nursing notes shall provide the documentation supporting the rationale for discharge and details of the disposition. A completed transfer form shall accompany the client to the receiving facility.

C. Clients are discharged from the facility only upon the written order of the attending physician or facility medical director.

D. If a client is voluntary and wishes to leave the facility without the order of the physician, the client must sign a statement acknowledging departure from the facility without written physician order.

E. Assistance with discharges may be obtained from the COUNTY'S public agencies, including the Public Guardian's Office of the Human Resources Agency.

F. Upon discharge or death of the client, the facility shall refund:

- 1. Any unused funds received by the facility for the client's bill to the payor source

**Exhibit C - Crestwood, 2001-2005**

within 30 days.

2. Any entrusted funds held in a demand account for the client to the client within three normal banking days.

3. Any money or valuables entrusted by the client to the care of the facility shall be stored in the facility and returned to the client upon demand and in exchange for a signed receipt.

**18. CASE MANAGEMENT:**

A. The COUNTY shall provide ongoing assessment of the need for case management. Each client shall be reviewed by the treatment team on admission and at least quarterly to assure that all client needs are met.

B. The facility Program Director or designee shall contact the COUNTY designated case management staff/liason when services are required. Regular meetings shall occur.

C. Client records shall be available to support staff as needed, with appropriate approvals for release of information.

**19. EVALUATION AND REPORTING REQUIREMENTS:**

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

**20. PATIENT RECORD REQUIREMENT:**

A. The CONTRACTOR shall maintain client records in a safe place in locked files; retain, dispose and transfer records according to applicable county, state and federal laws and regulations; and maintain confidentiality of records. The records will be in sufficient detail to make an evaluation of contract services possible.

B. The CONTRACTOR shall permit authorized personnel designated by the local Mental Health Director to make periodic inspections and to furnish those designated personnel such

**Exhibit C - Crestwood, 2001-2005**

information and client records as they may require to monitor, review, and evaluate fiscal and clinical effectiveness, appropriateness, and timeliness of services being rendered under this contract.

C. The CONTRACTOR is in full compliance with all Title 22 California Code of Regulation Requirements for Skilled Nursing Facilities.

**21. MINIMUM STAFFING QUALIFICATIONS:**

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

**S: Contracts** 01-05  
593 Exhibit C Amendment(Crestwood)  
3/18/2

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: Health Services Agency (Department)

BY: [Signature] (Signature) 4/25/02 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement  Revenue Agreement

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

- 1. Said agreement is between the Health Services Agency - Clinics (Department/Agency) and Power Personnel, Inc., 2 North Market St., San Jose, CA 95113 (Name/Address)
- 2. The agreement will provide nursing staff coverage at jail medical unit

3. Period of the agreement is from July 1, 2001 to until terminated

4. Anticipated Cost is \$ \$ 40,000  Fixed  Monthly Rate  Annual Rate  Not to Exceed

Remarks: increase of \$30,000

5. Detail:  On Continuing Agreements List for FY 01 - 03 . Page CC-          Contract No: 2532 OR  1<sup>st</sup> Time Agreement

Section II No Board letter required, will be listed under Item 8

Section III Board letter required

Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 366110 (Index) 3638 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered. Contract No: 12532

AUD 60 are not will be encumbered. By: [Signature] Date: 04/25/02

Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Health Services Administrator (Dept/Agency Head) to execute on behalf of the Health Services Agency (Department/Agency)

Date: \_\_\_\_\_ By: \_\_\_\_\_  
County Administrative Office

Distribution: Board of Supervisors - White State of California  
Auditor Controller - Canary County of Santa Cruz  
Auditor-Controller - Pink I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
Department - Gold 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 Office by an order duly entered in the minutes of said Board on \_\_\_\_\_ 20\_\_

ADM - 29 (8/01)  
Title ■ Section 300 Proc Man By: Deputy Clerk

AUDITOR/CONTROLLER USE ONLY

CO	Document No.	§	J/E Amount	Lines	H/TL	Keyed By	Date
TC110			\$				
	Auditor Description		Amount	Index	Sub object	User Code	

64.2

Santa Cruz County Health Services Agency  
POWER PERSONNEL EMPLOYMENT SERVICES  
AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain agreement dated July 1, 2001, by and between the COUNTY OF SANTA CRUZ and Power Personnel Employment Services by amending Paragraph 1 Duties to read as follows:

CONTRACTOR agrees to exercise special skill to accomplish the following result: to provide temporary nursing staffing services for the County's Detention Facilities as described in Attachment A "Staffing Agreement" for shift by shift staffing and in Attachment C "Traveling Nurses Staffing Agreement" for longer term staffing, which by these references are made part of this agreement.

The parties hereto further agree to amend that certain agreement dated July 1, 2001, by and between the COUNTY OF SANTA CRUZ and Power Personnel Employment Services by amending Paragraph 2 Compensation to read as follows:

In consideration for CONTRACTOR accomplishing temporary nursing staffing services, COUNTY agrees to pay CONTRACTOR according to Attachment B ("Schedule of Rates") for shift by shift staffing services, and by Attachment D ("Traveling Nurse Schedule of Rates") which by this reference are made part of this agreement.

The parties hereto further agree to amend that certain agreement dated July 1, 2001, by and between the COUNTY OF SANTA CRUZ and Power Personnel Employment Services by deleting the existing Paragraph 5 INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS substituting the following:

5. INDEMNIFICATION FOR DAMAGES, TAXES, AND CONTRIBUTIONS: CONTRACTOR and COUNTY agree to reference INDEMNIFICATION provisions as described in Attachment A and Attachment C.

All other provisions of said contract shall remain in full force and effect.

CONTRACTOR

COUNTY OF SANTA CRUZ

By: \_\_\_\_\_  
Cynthia Stewart, Account Executive  
Power Personnel Inc.  
Address: 2 North Market Street, Suite #410  
San Jose, CA 95113  
Phone: (408) 283-9144  
Fax: (408) 283-9148

By: \_\_\_\_\_  
Rama Khalsa, Ph.D.  
HSA Administrator

Date:

Approved as to form:

*Hany A. Obukhina*  
Assistant County Counsel  
4/15/02

Distribution:  
Auditor-Controller  
County Counsel  
HSA Administration  
Contractor

Original to Vendor  
for signatures  
64.2

**POWER PERSONNEL  
TRAVELING NURSES STAFFING AGREEMENT**

This Traveling Nurses Staffing Agreement (“Agreement”) is entered into as of January 1, 2002 (“Effective Date”) by and between Santa Cruz County Health Services Agency (“Facility”) and Power Personnel Inc., a California corporation (“Registry”).

In consideration of the mutual covenants, conditions and promises contained herein, the parties hereto hereby agree as follows:

1. Duties of Registry:

A. Upon the request of Facility, Registry shall provide licensed nursing personnel (hereinafter referred to as “Registered Nurses” (RN's), Licensed Vocational Nurses” (LVN's) and Technicians to Facility for temporary **4, 8** or 13 week staffing assignments of the Facility's nursing service, subject to the availability of Registry personnel. For purposes of this Agreement RN's, LVN's and Technicians shall be referred to collectively as “Registry Staff”.

B. Registry agrees to provide Registry Staff for a minimum of 40 hours per week.

C. Registry agrees to provide Registry Staff who are qualified and competent to fill the position requested and shall meet the following criteria:

(1) Possesses a current valid RN, LVN or Licensed Certificate issued by the State of California and a current CPR card.

(2) Have on file with Registry a current health clearance which includes: written proof of annual chest x-ray or negative tuberculosis skin test, titer, vaccine or past disease for rubella, rubeola and varicella.

(3) Have on file either a previous record of vaccination, current consent of vaccination or signed declination for vaccine hepatitis B vaccine.

D. Registry shall procure and maintain in full force and effect during this Agreement comprehensive general liability insurance and professional liability insurance.

F. Registry shall also maintain Workers' Compensation Insurance coverage in an amount and under such terms as required by the California Labor Code.

G. Registry will provide up on request, verification of competency specific to the duties of the Registry person provided to the facility in accordance with Department of Health Services.

H. Registry to relocate and make arrangements for housing of Registry Staff.

2. Duties of Facility:

A. Facility shall utilize Registry Staff from Registry for 4, 8 or 13 week assignments.

B. Facility shall make all requests for Registry Staff in writing. Such request shall specify the duration of the assignment for each Registry Staff. Upon receipt of the written request by Registry, Facility shall guarantee to compensate Registry for the full term of the assignment in the event facility terminates the assignment prematurely. Facility understands that Registry incurs non-reimbursable cost and commitments from Registry Staff upon receipt of the written request from Facility and, therefore, requires facility to guarantee to compensate Registry for the full term of the assignment in the event facility terminates the assignment prematurely.

C. Facility is responsible for the supervision of the assigned Registry Staff for the agreed upon duties.

D. Facility must notify Registry within forty-eight (48) hours of any deficiencies or incident involving Registry Staff.

E. Late Calls. Facility may make "late calls" to Registry to request Registry Staff. A "late call" is defined as a staffing request less than two (2) hours prior to the start of the shift and up to two (2) hours after the start of the shift. If the Registry Staff arrives at the Facility within ninety (90) minutes after the time the Facility makes the staffing request, the Facility will be responsible to pay Registry from the start of the shift. If the Registry Staff arrives at the Facility more than ninety (90) minutes after the time the Facility makes the staffing request, the Facility will be responsible to pay Registry from the time of arrival of the Registry Staff at the Facility.

F. Facility agrees to utilize Registry Staff for a minimum of 40 hours per week.

3. Duties of Registry.

Upon the request of Facility, Registry shall use its best efforts provide Registry Staff to Facility for temporary staffing of the Facility's nursing service, subject to the availability of Registry personnel.

4. Employment of Registry Staff.

A. Facility agrees not to hire, contract or otherwise employ Registry Staff to provide any services to Facility within 6 months after such services have been provided to Facility through Registry. For the purposes of this Agreement, the term "hire, contract or otherwise employ" shall include the following: (1) hiring the Registry Staff directly on either a temporary or permanent basis (either as an employee or consultant) or (2)

contracting to retain Registry Staff directly or through any other employment personnel agency.

B. Once the Facility has made the decision to make an offer of employment to a Registry Staff who has been placed with the Facility by Registry within the proceeding six (6) months, the Facility shall (i) provide the Registry a notice in writing (“Hire Notice”) pursuant to the notice provision in Section 7 at least Thirty (30) days prior to Facilities intent to hire the Registry Staff and (ii) continue to use the Registry Staff through Registry for a total of One Hundred and Twenty (120) shifts commencing after the date of the Hire Notice or pay a hire conversion fee to Registry of 20% of Registry Staff’s annual salary immediately after the date of the Hire Notice. If the Facility elects to pay the hire conversion fee of 20% of Registry Staffs annual salary, the payment will be due in accordance with the credit terms set forth in Section 5D below.

C. Facility understands that Registry has sustained expenses for advertising, testing, screening, and training of personnel. The parties agree that it would be impractical or extremely difficult to fix the actual damage of Registry. If the Facility were to breach this provision, the Facility agrees, therefore to pay Registry 20% of Registry Staff’s annual salary as liquidation damages upon breach of the above provision.

#### 5. Compensation of Registry.

A. Rates. Registry shall bill Facility for its services in accordance with the schedule of rates attached hereto as Exhibit D. Facility shall be responsible for all hours that are approved by Facility on either the time card or sign-in sheet. The execution of the time card or sign-in sheet by Facility personnel shall constitute approval of all hours by Registry Staff on the time card or sign in sheet. The terms and provisions of the time cards shall be incorporated herein and become a part of this Agreement.

B. Overtime. Overtime hours include (i) any consecutive hours worked over eight (8) hours by Registry Staff and (ii) Registry’s observed Holidays (see Exhibit A). Overtime is billed at time and one half for the first four hours beyond the 8<sup>th</sup> hour worked and double time after the first twelve (12) hours of work. All hours worked over 40 in one week (Sunday-Saturday) will be billed at a rate of time and one-half. All hours worked on the seventh consecutive day in one week (Sunday-Saturday) will be billed at a rate of double time. If the services of the Registry are utilized, the Facility are responsible for payment.

C. Weekly Invoicing; All Invoices shall reflect the services for a one (1) week period, Sunday through Saturday.

D. Credit Terms. The credit terms for invoices under this Agreement shall be net upon receipt. The Facility agrees to reimburse Power Personnel for all costs and expenses, including attorneys fees incurred by Power Personnel in attempting to enforce and collect all financial obligations of Facility or its representatives hereunder.

6. Term, Expiration and Termination.

A. Term and Expiration. The term of this Agreement shall commence on the Effective Date and shall continue until terminated pursuant to Section 6B below.

B. Termination. Either party may terminate this Agreement for any reason or no reason on ninety (90) days written notice to the other party. Upon termination, facility shall be responsible for all compensation for Registry Staff who are currently working at facility and all staff in which Facility has made a written request to Registry.

7. Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed given and effective (i) when delivered personally, by telex or telecopier, or by overnight courier service, or (ii) three (3) days after the postmark date if mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the other party at the address stated below, or to such other address as either party may designate from time to time in a written notice to the other party in accordance with the provisions of this Section.

8. Indemnification.

A. Facility agrees to indemnify, defend and hold harmless Registry, it's directors, officers, and employees from any and all liabilities, claims, damages, losses, reasonable attorneys' fees and other reasonable costs of defense (including costs incurred prior to commencement of a lawsuit) resulting solely from or attributable solely to acts or omissions of Facility or any of its employees or officers in the performance of this Agreement.

B. Registry agrees to indemnify, defend and hold harmless Facility, it's directors, officers, and employees from any and all liabilities, claims, damages, losses, reasonable attorneys' fees and other reasonable costs of defense (including costs incurred prior to commencement of a lawsuit) resulting solely from or attributable solely to acts or omissions of Registry or any of its employees, officers, or Registry staff, in the performance of this Agreement.

C. This indemnification provision shall apply only to claims that result solely from or are attributable solely to acts or omissions of an indemnifying Party. If a claim alleges that liability, damages or losses have been caused by the acts or omissions of both parties, each party shall provide for its own defense or settlement of the claim and the respective liability of each party and rights of indemnification shall be determined by applicable statutory or common law.

9. General.

A. Governing Law: Venue, Waiver of Jury Trial. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any

adjudicated dispute regarding the interpretation or validity of or otherwise arising out of this Agreement, or relating to Services provided under this Agreement, shall be subject to the exclusive jurisdiction of the California state courts in and for Santa Cruz County, California (or, if there is Federal jurisdiction, the U.S. District Court for the Northern District of California), and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts.

B. Complete Agreement. This Agreement, including all attachments hereto, constitutes the complete and exclusive statement of the agreement between the parties, and it supersedes all prior or contemporaneous proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

C. Modifications. Any modifications of this Agreement shall be in writing and signed by both parties.

D. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

E. Successors and Assigns. This Agreement shall inure to the benefit of the successors and assigns of the each party.

F. Authorization. The execution, delivery and performance of this Agreement by the either party has been duly authorized by all requisite corporate action, and this Agreement constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights.

County of Santa Cruz  
Health Services Agency

By: \_\_\_\_\_  
Rama Khalsa, Ph.D., Agency Administrator

**Power Personnel Inc.,  
a California corporation**

By: \_\_\_\_\_  
Cynthia Stewart

Title: Secretary



36

# POWER PERSONNEL INC.

Schedule of Rates effective 1-01-02 :

EXHIBIT D

## Santa Cruz County Jail

REGISTERED NURSE (RN)					
Registered Nurse Weekday			Registered Nurse Weekend		
Day	PM	Noc	Day	PM	Noc
69.99	69.99	69.99	69.99	69.99	69.99

LICENSED VOCATIONAL NURSE (LVN)					
Licensed Vocational Nurse Weekday			Licensed Vocational Nurse Weekend		
Day	PM	Noc	Day	PM	Noc
59.99	59.99	59.99	59.99	59.99	59.99

### A. Overtime Rates

All hours worked over 8 in a day will be billed at time and one half the above hourly rate. All hours worked after the 12<sup>th</sup> hour will be billed at double time the above hourly rate. All hours worked after 40 in one week (Sunday through Saturday) will be billed at a rate of time and one-half. California Labor Code of the California Welfare Commission, "Alternative Workweek" does not apply to Agency placements.

### B. Holiday Rates

The following holiday rates will be billed at time and one-half the regular hourly rate. All hours over 8 on a holiday will be billed at time and one-half the holiday rate. All hours on a holiday after the 12<sup>th</sup> hour will be billed at double time the holiday rate. The holidays recognized by Power Personnel are:

New Year's Eve	New Year's Day	Martin Luther King, Jr. Birthday
President's Day	Easter	Memorial Day
Independence Day	Labor Day	Columbus Day
Thanksgiving Day	Christmas Eve	Christmas Day

### C. Hours worked in a charge nurse capacity will be billed at an additional \$4/hr

### D. Credit Terms

The credit terms for invoices under this Agreement shall be net upon receipt. Facility agrees to reimburse Power Personnel for all costs and expenses, including attorneys fees incurred by Power Personnel in attempting to enforce and collect all financial obligations of Facility or its representatives hereunder.

BY: _____	BY: _____
NAME: _____	NAME: <u>CYNTHIA STEWART</u>
TITLE: _____	TITLE: <u>ACCOUNT EXECUTIVE</u>
DATE: _____	DATE: _____

64.2

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: Health Services Agency (Department)  
BY: [Signature] (Signature) 4/23/02 (Date)  
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement  Revenue Agreement

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

- Said agreement is between the Health Services Agency - Mental Health (Department/Agency) and NADHAN, Inc. Creekside MH Rehab. Prog. 850 Sonoma Ave. Santa Rosa (Name/Address)
- The agreement will provide 3 beds in a sub-acute residential rehabilitation program.

3. Period of the agreement is from April 1, 2002 to June 30, 2005

4. Anticipated Cost is \$ 9,125/month  Fixed  Monthly Rate  Annual Rate  Not to Exceed  
Remarks: AUDITOR: ENCUMBER \$27,325 FOR 01/02

5. Detail:  On Continuing Agreements List for FY \_\_\_\_ - \_\_\_\_ . Page CC-\_\_\_\_ Contract No: \_\_\_\_\_ OR  1<sup>st</sup> Time Agreement  
 Section II No Board letter required, will be listed under Item 8  
 Section III Board letter required  
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 363149 (Index) 4616 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.  
are not will be

Contract No: 12758  
By: [Signature] Date: 4/25/02  
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Health Services Administrator (Dept/Agency Head) to execute on behalf of the Health Services Agency (Department/Agency)

Date: 4/28/02 By: [Signature]  
County Administrative Office

Distribution:

Board of Supervisors - White  
Auditor Controller - Canary  
Auditor-Controller - Pink  
Department - Gold

State of California  
County of Santa Cruz  
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 Office by an order duly entered in the minutes of said Board on \_\_\_\_\_ 20\_\_

ADM - 29 (8/01)  
Title I, Section 300 Proc Man

By: \_\_\_\_\_  
Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
TC110	\$	Amount	Index	Sub object	User Code

64.2

38

The COUNTY OF SANTA CRUZ through the HEALTH SERVICES AGENCY – MENTAL HEALTH & SUBSTANCE ABUSE SERVICES P.O. Box 962. Santa Cruz CA 95061-0962

hereinafter called COUNTY and

**NADHAN, INC.**  
**Creekside Mental Health Rehabilitation Program**  
**850 Sonoma Avenue, Santa Rosa, CA 95404**  
**(707) 568-7640**

hereinafter called CONTRACTOR for 3 beds in a sub-acute residential rehabilitation program.

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 31000, 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

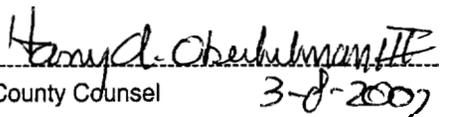
<u>EXHIBIT</u>	<u>TITLE</u>
A	Standard Mental Health Provisions
B	Standard County/ Agency Provisions
C	Scope of Services
E	Revisions

Said exhibits attached hereto are incorporated into this Agreement by this reference.

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

**April 1, 2002 through June 30, 2005**

<b>CONTRACTOR</b>	<b>COUNTY</b>
	
_____ Prema Thekkekk ROKAYA BARTLETT Nadhan, Inc.	_____ HEALTH SERVICES AGENCY

<p>Approved as to Form</p> <p> County Counsel 3-8-2002</p> <p>Approved as to Insurances</p> <p> Janet McKinley 3-8-2002</p> <p>Risk Management Division</p> <p>Distribution: Clerk of the Board Auditor-Controller Health Services Agency Mental Health and Substance Abuse Contractor</p>	<p>Index: 363149</p> <p>Subobject: 4616</p> <p>Contract:</p> <p>Amount: \$9,125 per month</p>
--	---

64.2

**COUNTY OF SANTA CRUZ**

**EXHIBIT A - STANDARD MENTAL HEALTH PROVISIONS**

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

**ADMINISTRATION:**

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

**2. NOTICE:**

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

**3. PROVISION OF SERVICES:**

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

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

c. CONTRACTOR agrees to provide services to program clients throughout the period of

Exhibit A, 2002-2005

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 CWDC:

It is agreed that the Cost Reporting/Data Collection Manual, an official publication of the State Department of Mental Health promulgated pursuant to the Bronzan-McCorquodale Act, establishes basic requirements to which a contract provider must adhere for approval by the State. CONTRACTOR agrees to comply with all applicable provisions of this manual and any amendments thereto, which by this reference is incorporated into and made a part of this Agreement. A manual will be provided to the CONTRACTOR on an annual basis.

a. Procedure for Complaint Process. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of race, color, religion, age, disability, national origin, gender, or sexual orientation shall be resolved by the State through the Department of Mental Health's Affirmative Action complaint process.

b. Notice of Complaint Process. CONTRACTOR shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination, or a violation of their civil rights with the Department of Mental Health.

5. RECORDS

a. Client Records. CONTRACTOR shall maintain individual records for each client. Such records shall include identifying data, social and financial data, and a record of services provided by various personnel in such sufficient detail to make possible an evaluation by COUNTY of services rendered. COUNTY, at its sole option, may take copies of CONTRACTOR'S client records upon termination of this Agreement. COUNTY agrees to maintain such records for such period as may be required by Title 22 of the California Code of Regulations. COUNTY agrees that such custody will conform to applicable confidentiality provisions of State and Federal law.

b. Right to Review. CONTRACTOR authorizes the State Department of Mental Health, the Health Administrator or his/her designee and/or designated auditors of the COUNTY or State, the right to inspect and otherwise evaluate the appropriateness and timeliness of services performed, and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and payments made pursuant to this Agreement. The State Department of Health shall have the same rights of inspection and evaluation of Medi-Cal services provided by CONTRACTOR pursuant to this Agreement.

c. Confidentiality of Client Records and Information. For the COUNTY'S Mental Health system (i.e., all Bronzan-McCorquodale funded providers) to provide coordinated, quality care, all COUNTY and Contract providers must be able to discuss and exchange relevant

**Exhibit A, 2002-2005**

clinical and service needs information. This information must be exchanged when making referrals, accepting referrals or coordinating service delivery to a client. Consultation with the client regarding this exchange of information is required of the CONTRACTOR. CONTRACTOR is responsible for insuring that its ability to exchange client information within the Bronzan-McCorquodale provider system is maintained.

**6. PAYMENT OF CLAIMS:**

a. COUNTY agrees to pay CONTRACTOR on receipt of a properly submitted monthly claim in a form found agreeable by COUNTY certifying the extent of performance under this Agreement. Each claim shall be submitted to and approved by COUNTY'S Administrator prior to payment by COUNTY.

b. It is further agreed that the monthly claim will be based on the proposed budget and/or estimated units of service as presented in Exhibit C.

**7. FULL COMPENSATION:**

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

**8. QUALITY IMPROVEMENT PARTICIPATION:**

All CONTRACTORS who provide direct services to clients in the county shall participate in the Quality Improvement program. This includes weekly meetings providing review of clinical records, peer review, difficult case conferences, utilization review appeals, and client outcomes development and review.

**9. REPORTABLE INCIDENTS:**

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

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

42

COUNTY OF SANTA CRUZ

EXHIBIT B - STANDARD COUNTY/AGENCY PROVISIONS

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

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

2. **CONTRACTOR'S EMPLOYEES AND EQUIPMENT.** CONTRACTOR agrees that it has secured or will secure at its own expense all persons, employees and equipment unless otherwise specified required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under CONTRACTOR'S supervision, by persons authorized by law to perform such services. If any arrangement is made whereby employees of COUNTY are used by CONTRACTOR, they shall, while engaged in such work be considered for all purposes, as employees, servants, or agents of the CONTRACTOR and not of COUNTY, irrespective of party paying them.

3. **RESPONSIBILITY FOR INVENTORY ITEMS.**

- a. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

- b. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

4. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purpose of paragraphs 4 and 33 (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

64.2

- a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.
- b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
5. **ASSIGNABILITY.** The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
6. **INTEREST OF CONTRACTOR.** CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by him under this Agreement.
7. **SUBCONTRACTS.** All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTOR'S relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.
- a. **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.

44

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,

64.2

45

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 CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
15. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
16. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
17. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted

64.2

46

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 CONTRACTOR'S employees when incurred in performance of duties under this Agreement shall be payable at a rate not to exceed COUNTY rates payable to COUNTY employees.
22. **CONTRACTOR PERSONNEL STANDARDS.** The CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY'S Administrator may review resumes of all CONTRACTOR'S employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.
23. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz COUNTY Code, which by this reference is incorporated herein.
24. **CHANGES.**
  - a. COUNTY may from time to time request changes in the scope of the services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.

64.2

47

b. COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.

**25. NOTICE OF POSSIBLE TERMINATION FOR CAUSE.**

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

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

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

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

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

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

CONTRACTOR must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually if federal funds exceed \$300,000. A copy of the A-133 audit shall be submitted to COUNTY no later than eight (8) months following the end of the fiscal year being audited.

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

**31. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is

64.2

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

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

33. **INSURANCE.**

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

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

**(1) Types of Insurance and Minimum Limits**

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

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

(c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:  
a) bodily injury, b) personal injury, c) broad form property damage, d) contractual liability, and e) cross-liability.

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

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

49

**(2) Other Insurance Provisions**

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

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

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

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

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

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

**34. SAFETY AND INFECTION CONTROL.**

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

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

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

64.2

**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

S:\MH Administration Share Area\2001-2002 Contracts\Creekside Exhibit B 2002-2005.doc

**COUNTY OF SANTA CRUZ**

**EXHIBIT C - Scope of Services**

Creekside Mental Health Rehabilitation Program

Provider: Nadhan, Inc.  
Provider No. TBD  
Program: Creekside Mental Health Rehabilitation Program  
Provider Address: 850 Sonoma Ave, Santa Rosa, CA 95404  
Provider Phone: (707) 524-7030  
Provider FAX: (707) 568-7640

**1.0 PROGRAM INTENT**

1.1 Primary Task: Each client's specific needs will be determined by a comprehensive, multidisciplinary individual evaluation using reliable assessment methods. Each client will have an individualized program based on their level of functioning and personal goals and needs. Components of these individual programs will be drawn from program offerings and groups that fall into one of two levels, basic and advanced. The measures used to initially group clients will later be repeated in order to evaluate the client's progress in and outcome of treatment.

1.2 Description of Services: All clients will be provided a secure, rehabilitative and behavioral-focused environment that enhances the client's opportunities to ameliorate the effect of psychiatric disabilities on their functioning. All clients will be provided a minimum of 27 hours per week of direct group or individual program service. Much of this service will follow the principles of Psychosocial Rehabilitation, focusing on the systematic acquisition and generalization of basic skills. The Liberman Psychosocial Rehabilitation Modules will be used as the basis of many of these services.

In addition, The Creekside Mental Health Rehabilitation Program will provide a number of unique services including consumer and family involvement and satisfaction tools, outcome measurement of program effectiveness, management and monitoring of total quality management procedures, and cultural competence.

The following are the types of treatment groups and services provided:

1. ADL skills training
2. Aerobics and exercise
3. Anger management/ assertion training
4. Community meeting
5. Conversation skills
6. Current events
7. Discharge planning
8. Gardening group
9. Group counseling

10. Homemaking skills
11. Leisure planning
12. Medication management
13. Money management
14. Movement therapy
15. Multi-Family group
16. Outside recreation
17. Outing and outing planning
18. Pre-vocational group
19. Real-life problem solving
20. Recreation for leisure
21. Rehab orientation
22. Relaxation and stretch group
23. Religious services (provided by various denominations & lay persons)
24. Resident council
25. Sewing and clothing repair
26. Social hour
27. Social skills training
28. Substance abuse issues
29. Survival skills
30. Symptom management
31. Vocational counseling
32. Work activity

1.3 Description of Client Population:

Creekside Mental Health Rehabilitation Program serves individuals with a major mental disorder defined by DSM IV who are between the ages of 18-64 years. Referred clients will be those unable to be behaviorally managed in an unlocked setting and require a structured controlled environment. They may have periodic needs for seclusion and restraint and require psychotropic medications. They will be legally conserved.

Individuals with a pronounced history of violent, assaultive, and/or destructive behavior which is not a result of a psychotic episode, those with the need for drug or alcohol detoxification, or those having a diagnosis of substance abuse and/or developmental disabilities, and individuals convicted/registered sex offenders will not be referred for admission.

In addition to a major psychiatric condition, other concurrent disorders such as personality disorders and/or medical conditions such as diabetes will be addressed. Exceptions would be infectious diseases requiring isolation or those requiring intensive medical care.

In the event a client placed in CONTRACTOR's facility does not qualify for Medi-Cal reimbursement of the basic and Special Treatment Program costs, COUNTY agrees to pay these additional charges.

Individuals who do not qualify for Medi-Cal reimbursement of the basic and Special Treatment Program costs will not be referred to CONTRACTOR for admission by COUNTY.

1.4 Staffing: See contract file.

## 2.0 RECORDS AND NOTIFICATIONS

CONTRACTOR will provide COUNTY with notification of all incident reports (including death, injury, damage to property and any unusual incidents) quarterly reviews and any special needs of clients. Copies of progress notes and evaluations will be provided upon request.

## 3.0 CLIENT RIGHTS

All clients will have the right to (a) wear their own clothes, (b) keep and use personal possessions including toilet articles, (c) keep and use a reasonable sum of money for small purchases, (d) have access to individual storage space for private use, (e) to see visitors each day, (9) have reasonable access to telephones to make and receive confidential calls, (g) to have access to writing material and be able to mail and receive unopened correspondence and (h) other rights as provided by law.

Upon admission, CONTRACTOR staff will explain these rights and provide the client with a written copy of "Handbook of Rights for Mental Health Patients" (California state document) and "Clients Rights" (SNF document 1012 OBRA). The facility will comply with CAC, Title 9 requirements. Restraint and /or seclusion rooms will be available on each unit in the event that such drastic containment procedures are necessary.

## 4.0 METHOD OF PAYMENT

- a. This is a negotiated net amount agreement for three (3) beds in CONTRACTOR'S program. COUNTY will pay for 3 beds whether occupied or not by COUNTY referred clients.
- b. COUNTY shall pay CONTRACTOR negotiated net amount of \$9,125 per month for the first year of this agreement. CONTRACTOR shall bill COUNTY monthly for the prior month. In years two and three, any rate increase over the course of this contract will only take place on the 1<sup>st</sup> day of the fiscal year, July 1. CONTRACTOR must notify COUNTY of any anticipated rate increase by January 31 of each fiscal year preceding the increase. Any rate increase is subject to the approval of the COUNTY and shall not be binding on COUNTY unless so approved in writing.

54

Exhibit E, 2002-2005

COUNTY OF SANTA CRUZ

Exhibit E

The provisions set forth below shall supersede and take place of the paragraph it replaces. All other provisions of this Agreement shall remain the same. Check and complete the appropriate box(es).

	There are <u>no</u> revised paragraphs in this Agreement
--	--

✓	There <u>are</u> revised paragraphs in this Agreement
---	---

Paragraphs "3e, 3f, 3g, <b>8</b> , 9, 10, 11, 12, & <b>14</b> " of Exhibit "A" are not applicable to CONTRACTOR and are hereby deleted.
---

	An Addition to said contract shall be as follows:
--	---

--

Master Exhibit E for 2001-02 \ 6.27.01

64.2

55

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TC: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)
BY: [Signature] (Signature) 4/23/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (check One) Expenditure Agreement [X] Revenue Agreement [ ]

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

1. Said agreement is between the Health Services Agency - Mental Health (Department/Agency)
and Family & Children Services 950 W. Julian St. San Jose, CA 95126 (Name/Address)

2. The agreement will provide outpatient mental health services for deaf and hard of hearing
children and adolescents ages 0-18 years and their families.

3. Period of the agreement is from March 11, 2002 to June 30, 2004

4. Anticipated Cost is \$ 4,310.00 [ ] Fixed [ ] Monthly Rate [X] Annual Rate [ ] Not to Exceed

Remarks:

5. Detail: [ ] On Continuing Agreements List for FY - , Page CC- Contract No: OR [X] 1st Time Agreement
[ ] Section II No Board letter required will be listed under Item 8
[ ] Section III Board letter required
[ ] Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 363112 (Index) 4380 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and are not encumbered. Contract No: 12759
By: [Signature] Auditor-Controller Deputy Date: 4/25/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Health Services Administrator (Dept/Agency Head) to execute on behalf of the
Health Services Agency (Department/Agency)

Date: 4/28/02 By: [Signature] County Administrative Office

Distribution: Board of Supervisors - white state of California
Auditor Controller - Canary county of Santa Cruz
Auditor-Controller - Pink
Department - Gold
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 Office by an order duly entered in the minutes of said Board on 20\_\_

ADM - 29 (8/01) Title I, Section 300 Proc Man By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

Table with columns: CO, Document No., JE Amount, Lines, H/TL, Keyed By, Date, TC110, Auditor Description, Amount, Index, Sub object, User Code. Includes handwritten value 64.2.

51

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

Hereinafter called COUNTY and:

**FAMILY & CHILDREN SERVICES**  
950 W. Julian Street  
San Jose, CA 95126  
(408) 292-9353

hereinafter called CONTRACTOR for: outpatient mental health services for deaf and hard of hearing children and adolescents ages 0-18 years and their families.

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 31000, and W & I Code, Sections 5775, et seq., the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

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

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

Said exhibits attached hereto and incorporated into this Agreement by this reference.

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

**March 11, 2002 through June 30, 2004**  
unless terminated in accordance with the terms of this Agreement.

**CONTRACTOR**

**COUNTY**

By: Patricia Ayers  
Patricia Ayers, President & CEO  
Director of Substance Abuse & Mental Health  
Medi-Cal Contract Services

By: \_\_\_\_\_  
Rama Khalsa  
HEALTH SERVICES ADMINISTRATOR

Approved as to Form:

Henny A. Oberholman III  
County Counsel 3-22-2002

Approved as to Insurances:

Janet McKinley 3-19-2002  
Risk Management Division Chief

Distribution:  
Clerk of the Board  
Auditor-Controller  
Health Services Agency  
Community Mental Health  
Contractor

Index # 363 112  
Subobject# 4380  
Contract #  
Amount \$4,3 10.00

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

64.2

**Exhibit A, 2001-2002**

**COUNTY OF SANTA CRUZ**

**EXHIBIT A - STANDARD MENTAL HEALTH PROVISIONS**

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

**1. ADMINISTRATION:**

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

**2. NOTICE:**

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

**3. PROVISION OF SERVICES:**

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

b. The COUNTY Director of Mental Health or his/her staff shall specify in writing the kind, 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

Exhibit A, 2001-2002

Agreement.

- c. CONTRACTOR agrees to provide services to program clients throughout the period of this Agreement.
- d. As part of the State required Quality Assurance and Improvement Plan, CONTRACTOR shall develop a complaint and grievance process for use by clients and family members to express concerns about access to and/or quality of care. This process shall be in writing and available to the public. As part of this process, CONTRACTOR shall maintain a complaint log and provide an annual report on numbers and types of complaints, outcomes of the complaints, and system issues causing problems for patients.
- e. Managed Care requires that each provider who delivers client services monitor its success helping clients avoid re-hospitalizations. Each CONTRACTOR shall develop and submit a monthly report to Mental Health Administration. This report shall include the names of clients enrolled in the program and a highlighting of clients admitted to the hospital in the prior calendar month. CONTRACTORS may obtain assistance from Mental Health Administration on how to gather the necessary data to be in compliance with this requirement.
- f. Should CONTRACTOR provide services to client(s) whose payor source is a Health Maintenance Organization, CONTRACTOR shall receive prior approval from the HMO, otherwise the client shall be charged full cost for services provided; CONTRACTOR shall inform client(s) of this during the fee evaluation process or at the time of program admission.
- g. Similarly, clients who receive funds distributed by a Trust of any kind shall be informed by CONTRACTOR during the fee evaluation process or at the time of program admission that they will be charged the full cost of services provided.

**4. CONFORMANCE TO CFUDC:**

It is agreed that the Cost Reporting/Data Collection Manual, an official publication of the State Department of Mental Health promulgated pursuant to the Bronzan-McCorquodale Act, establishes basic requirements to which a contract provider must adhere for approval by the State. CONTRACTOR agrees to comply with all applicable provisions of this manual and any amendments thereto, which by this reference is incorporated into and made a part of this Agreement. A manual will be provided to the CONTRACTOR on an annual basis.

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

**Exhibit A, 2001-2002**

**5. RECORDS**

a. Client Records. CONTRACTOR shall maintain individual records for each client. Such records shall include identifying data, social and financial data, and a record of services provided by various personnel in such sufficient detail to make possible an evaluation by COUNTY of services rendered. COUNTY, at its sole option, may take custody and be responsible for safeguarding CONTRACTOR'S client records upon termination of this Agreement and shall thereupon act as custodian of such records for CONTRACTOR. CONTRACTOR shall be permitted access to and have a right to make copies of such records at any time. COUNTY agrees to maintain such records for such period as may be required by Title 22 of the California Code of Regulations. COUNTY agrees that such custody will conform to applicable confidentiality provisions of State and Federal law.

b. Riaht 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:**

a. COUNTY agrees to pay CONTRACTOR on receipt of a properly submitted monthly claim in a form found agreeable by COUNTY certifying the extent of performance under this Agreement. Each claim shall be submitted to and approved by COUNTY'S Administrator prior to payment by COUNTY.

b. It is further agreed that the monthly claim will be based on the proposed budget and/or estimated units of service as presented in Exhibit C.

**7. FULL COMPENSATION:**

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

60

**Exhibit A, 2001-2002**

**8. PARTIAL PERFORMANCE:**

In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY'S Administrator.

**9. ACCOUNTS RECEIVABLE:**

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

**10. BUDGET CONTROL:**

CONTRACTOR may transfer up to **5%** of total contract budget covered by this Agreement between budget categories'ortypes of service. Transfers of greater amounts shall only be made with the advanced written permission of COUNTY'S Administrator.

**11. COST REPORT:**

CONTRACTOR agrees to submit a detailed cost report in the format prescribed by the State Department of Mental Health **no later than 60 days after the end of the contract period.** The CONTRACTOR shall also submit a copy of the CONTRACTOR'S trial balance (statement of revenue and expenses) with the cost report. As a part **of** the cost report, CONTRACTOR **will** reconcile in writing the total units of service delivered under this Agreement to the units of service reported by CONTRACTOR to COUNTY'S data system. CONTRACTOR shall remit any unearned funds to the COUNTY at the time CONTRACTOR submits cost report. In the event that the reconciliation indicates that CONTRACTOR delivered more units **of** service than had been reported previously, and total payments made to CONTRACTOR by COUNTY is less than the contract maximum amount, CONTRACTOR may submit an invoice to COUNTY for any additional amounts owed, up to the contract maximum amount.

64.2

**Exhibit A, 2001-2002**

**12. PRODUCTIVITY:**

CONTRACTOR shall develop and monitor individual written **staff** productivity standards which maximize direct services to clients. Monthly or quarterly reports of staff productivity **will** be submitted by the CONTRACTOR to the COUNTY. CONTRACTOR shall provide written productivity standards and a method of monitoring those standards to the COUNTY Administrator.

**13. QUALITY IMPROVEMENT PARTICIPATION:**

All CONTRACTORS who provide direct services to clients in the county shall participate in the Quality Improvement program. This includes weekly meetings providing review of clinical records, peer review, difficult case conferences, utilization review appeals, and client outcomes development and review.

**14. COUNTY INVOLVEMENT REGARDING HIRING:**

CONTRACTOR shall allow COUNTY to comment on the CONTRACTORS selection of an Executive Director, Program Administrator or Program Manager whose primary responsibility entails the operation of **program(s)** funded by **this** Agreement.

**15. REPORTABLE INCIDENTS:**

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

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

**COUNTY OF SANTACRUZ**

**EXHIBIT B - STANDARD COUNTY/AGENCY PROVISIONS**

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

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

2. **CONTRACTOR'S EMPLOYEES AND EQUIPMENT.** CONTRACTOR agrees that it has secured or will secure at its own expense all persons, employees and equipment unless otherwise specified required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under CONTRACTOR'S supervision, by persons authorized by law to perform such services. If any arrangement is made whereby employees of COUNTY are used by CONTRACTOR, they shall, while engaged in such work be considered for all purposes, as employees, servants, or agents of the CONTRACTOR and not of COUNTY, irrespective of party paying them.

3. **RESPONSIBILITY FOR INVENTORY ITEMS.**

- a. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

- b. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

4. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purpose of paragraphs 4 and 33 (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract] including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.

b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

5. **ASSIGNABILITY.** The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation)] without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
6. **INTEREST OF CONTRACTOR.** CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by him under this Agreement.
7. **SUBCONTRACTS.** All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTORS relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.
8. **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this contract shall be used for any political activities or to further the election or defeat of any candidate for public office. No CONTRACTOR shall utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
9. **LOBBYING.** None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R., Section 501(c)(3)-ib(3).
10. **CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

64

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,

64.2

65

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 CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
15. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
16. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
17. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted

64.2

66

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. CONTRACTORS claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed those applicable to regular COUNTY employees. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.
  - 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 CONTRACTOR'S employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.
23. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz COUNTY Code, which by this reference is incorporated herein.
24. **CHANGES.**
  - a. COUNTY may from time to time request changes in the scope of the services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.

64.2

67

b. COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.

**25. NOTICE OF POSSIBLE TERMINATION FOR CAUSE.**

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

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

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

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

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

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

CONTRACTOR must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually if federal funds exceed \$300,000. A copy of the A-133 audit shall be submitted to COUNTY no later than eight (8) months following the end of the fiscal year being audited.

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

**31. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is

64.2

68

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

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

33. **INSURANCE.**

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

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

(1) Types of Insurance and Minimum Limits

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

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

(c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:  
a) bodily injury, b) personal injury, c) broad form property damage, d) contractual liability, and e) cross-liability.

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

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

(2) Other Insurance Provisions

64.2

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

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

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

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

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

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

#### 34. SAFETY AND INFECTION CONTROL.

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

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

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

#### 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

70

**Exhibit B, 2001-2002**

**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**

Master Exhibit B for 2001-02 \ 627.01

64.2

71

**Exhibit C, 2001-2002**

COUNTY OF SANTA CRUZ

**EXHIBIT C – Scope of Service and Budget**

Family & Children Services

Provider: Family & Children Services  
Provider No: TBD  
Program: **Family & Children Services**  
Program Address: **950 W. Julian Street, San Jose CA 95126**  
Provider/Program Telephone: **(408) 292-9353, Fax (408) 287-3104**

**1.0 PROGRAM INTENT**

- 1.1 Primary Task: CONTRACTOR will provide outpatient mental health services with an emphasis on family involvement for deaf and hard of hearing clients in order to ameliorate their mental health symptoms.
- 1.2 Description of Services: CONTRACTOR provides individual, group, collateral and family therapy. Additional services include assessments, medication evaluation, support services, crisis intervention and case management brokerage.
- 1.3 Description of Client Population: Male and Female deaf children and adolescents **0 – 18** years of age and their families. Caseload is **12** clients per year.
- 1.4 Staffing: See contract file. Licensed staff includes a Psychiatrist. Staff is capable of working with diverse family systems and varied cultures. Staff are all are proficient in Sign Language and knowledgeable about community resources and interagency collaboration.
- 1.5 Promam Goals: **Support** and increase effective functioning of deaf children and adolescents and their families in the least restrictive and intrusive manner that reflects culturally and developmentally appropriate needs.

**2.0 SYSTEM INTENT**

- 2.1 Geographic area serviced: Santa Cruz and Santa Clara County
- 2.2 Quality Assurance Program: Participation in Santa Cruz County’s Quality Improvement Program
- 2.3 Organization and Administrative Support: Contract File

64.2

72

**2.4 Internal System Affiliations:** County of Santa Cruz Community Mental Health and Substance Abuse.

**2.5 External System Affiliations:** CONTRACTOR works collaboratively with County of Santa Clara Mental Health, Human Resources, Probation and educational systems.

**2.6 Fair Hearinn Practice:** Family & Children Services are included in the fair hearing practices of Santa Cruz and Santa Clara County Mental Health programs.

### **3.0 METHOD OF PAYMENT**

- a. The COUNTY shall pay CONTRACTOR for outpatient services described under this agreement based on the budgeted rate for outpatient services provided to COUNTY approved clients. The CONTRACTOR shall bill the COUNTY monthly, in arrears, for services provided based on the budgeted rate for such services.

64.2

2

LEGAL ENTITY: Family & Children's Services  
 PROGRAM NAME: Outpatient  
 INDEX NUMBER: 363114

FISCAL YEAR: 2001/02  
 CONTRACT #: CO1TBD-01  
 DATE: 3/16/02

SANTA CRUZ COUNTY  
 COMMUNITY MENTAL HEALTH  
 SERVICE AGREEMENT BUDGET  
 EXHIBIT C

64.2

CONTRACT TOTAL

PROGRAM COMPONENT PROVIDER #		Day Tx								
MODE		TBD								
SERVICE FUNCTION		15								
CONTRACTOR'S COSTS	4,310	10								
		2,112								

REVENUES										
GRANTS										
PATIENT FEES										
PATIENT INSURANCE										
OTHER										
TOTAL REVENUES										
NET CONTRACT AMOUNT	4,310	4,310								

FUNDING SOURCES										
MEDICAL (FFP only)	4,310	4,310								
MAC (FFP & MATCH)										
MEDICARE										
REALIGNMENT/COUNTY										
OTHER										
TOTAL FUNDING SOURCES	4,310	4,310								

UNIT COST CALCULATION										
CONTRACTOR'S COSTS	0	4,310								
COUNTY'S DIRECT COSTS										
TOTAL DIRECT COSTS	0	4,310								
UNITS OF SERVICE		2,112								
COST PER UNIT - TOTAL		2,04								
CONTRACT COST PER UNIT		2,04								
COUNTY COST PER UNIT										
MAXIMUM COST PER UNIT		2,04								

The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown in Net Contract Amount by type of service, calculated by multiplying the units of services of each type provided by the Maximum Cost per Unit of each type of service listed above. In no event shall the amount paid CONTRACTOR exceed the maximum contract amount.

CONTRACT UNITS		2,112								
CONTRACT MEDICAL UNITS		2,112								
CONTRACT INDIGENT UNITS										
CONTRACT OTHER UNITS		0								

COUNTY OF SANTA CRUZ

EXHIBIT D - MEDI-CAL & MEDICARE REQUIREMENTS

A. **SHORT-DOYLE/MEDI-CAL SERVICES (SDMC)**

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

1. **Mutual Objectives**

a. Both CONTRACTOR and COUNTY Desire:

(1) To assure that all Title XIX eligible clients are informed of the Medi-Cal program, and how to access it.

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

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

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

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

2. **The CONTRACTOR Agrees:**

- a. To provide a Medi-Cal cost report within 60 days after the end of the fiscal year which documents actual cost of providing Medi-Cal services. After the 60 day period, CONTRACTOR claims will be held for payment until the cost report is received.
- b. To reimburse the COUNTY 50% of FFP paid for services in excess of costs upon submission of the cost report. This will be returned to the federal government by the COUNTY. This is based on total reimbursement for all Medi-Cal services paid in aggregate as calculated within the Short-Doyle/Medi-Cal cost report. This provision does not apply if the CONTRACTOR exceeds the contracted units of service by 10% or more.
- c. To complete accurate CDS data forms documenting services provided by clinical staff and enter the data into the COUNTY'S management information system within 5 days of service.

**Exhibit D, 2001-2002**

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

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

- h. To comply with all state requirements of Short-Doyle/Medi-Cal including Coordinated Services Quality Assurance, certification, staffing ratios, documentation requirements, service authorization, etc. These are reflected in the state manuals and implemented in the local Quality Management Plan. All providers are required to obtain, review, and remain in full compliance with the local Quality Management Plan and Utilization Review Plan.
- i. To perform Medi-Cal Administrative and Outreach activities as an agent for the Santa Cruz County Health Services Agency, in order to improve the availability, accessibility, coordination, and appropriate utilization of preventive and remedial health care resources to Medi-Cal eligible individuals and their families (where appropriate), and to capture information using methods developed by the State (with training in these methods provided by the COUNTY) under the direction of the COUNTY. The activities to be included are as approved by the State Department of Mental Health. It is the responsibility of CONTRACTOR to remain current on the requirements for documentation of costs and activities as defined by the State.

- j. The CONTRACTOR is responsible for providing the required Medi-Cal units of service as defined in Exhibit C of this Agreement. The COUNTY shall not reimburse CONTRACTOR for any non Medi-Cal units of service in excess of the number shown on the Budget page of Exhibit C. The COUNTY shall not cover any short-falls due to lack of productivity. The maximum amount of this Agreement may be amended per Section A.3.i of Exhibit D if actual Medi-Cal units of service delivered deviate significantly from the budgeted Medi-Cal units of service defined in Exhibit C of this Agreement.

The CONTRACTOR is responsible for monitoring services provided, the benefit status of clients, insuring the Mental Health Patient Accounting/Billing section receives current client eligibility status for billing, and working to correct any billing data errors.

**3. The COUNTY Agrees:**

- a. To provide Short-Doyle/Medi-Cal, patient accounting and billing services to all providers.
- b. To provide computer equipment for electronic mail, client data (PSP), billing and ward processing systems. When equipment utilized by CONTRACTOR is COUNTY'S, COUNTY will provide maintenance, repair, and staff training.
- c. To provide CDS services and MIS reports to facilitate assignment of Coordinators and productivity.
- d. To provide Quality Assurance Training as requested by the provider.
- e. To provide medical records and clinical forms to all providers.
- f. To provide consultation and clinical supports based on specific services.
- g. To coordinate regarding client benefit and UMDAP status.
- h. Costs for COUNTY supports of direct services shall be included in the contract budget exhibit.
- i. If the CONTRACTOR does not provide at least 90% of the Medi-Cal units of service defined in Exhibit C of this Agreement, or if the CONTRACTOR provides more than 110% of the Medi-Cal units of service defined in Exhibit C of this Agreement, the COUNTY may elect to amend this Agreement in order to increase or decrease the total contract amount based on the projected annual FFP. The COUNTY will furnish the CONTRACTOR quarterly reports detailing the estimated Medi-Cal units of service.

Final determination of whether the CONTRACTOR meets or exceeds the above Medi-Cal units of service standard will be made once all eligible units of service have been billed and adjudicated by the State. This will occur

approximately 12 months after the end of this Agreement. However, if quarterly reports indicate that actual Medi-Cal units of service will either fail to meet the 90% standard, or exceed the 110% standard, the COUNTY reserves the right to amend this Agreement in order to increase or decrease the total contract amount based upon anticipated annual FFP before final adjudication of all units has occurred. This will not preclude subsequent amendments to this Agreement which reflect FFP and total contract amounts based upon final Medi-Cal units of service delivered

**B. MEDICARE PARTIAL HOSPITALIZATION FOR COMMUNITY MENTAL HEALTH CENTERS**

If the CONTRACTOR provides services billed to Medicare for partial hospitalization, the following requirements apply:

**1. The CONTRACTOR Agrees:**

- a. To document services on CDS forms in compliance with Medicare billing requirements and the Medicare Plan of Care approved by a physician within 5 days of admittance of the program.
- b. To complete the physician certification and 2 week updates to the Medicare plan.
- c. To provide an assessment documenting medical necessity and the need for services as defined by the Aetna clinical policy by of August, 1995.
- d. To provide complete clinical documentation of services in the medical record and all necessary documentation to comply with Aetna help letters and appeals.
- e. To repay the COUNTY for any federal disallowances initiated by HCFA or the fiscal intermediary for the Medicare Partial Hospitalization program.
- f. The CONTRACTOR is responsible for providing the required Medicare units of service as defined in Exhibit C of this Agreement. The COUNTY shall not cover any short-falls due to lack of productivity. The maximum amount of this, Agreement may be amended per Section A.3.i of Exhibit D if actual Medicare units of service delivered deviate significantly from the budgeted Medicare units of service defined in Exhibit C of this Agreement. The CONTRACTOR is responsible for monitoring services provided, the benefit status of clients, insuring the Mental Health Patient Accounting/Billing section receives current client eligibility status for billing, and working to correct any billing data errors.

**2 The COUNTY Agrees:**

- a. To provide training on Medicare requirements, documentation needs, etc.
- b. To bill for all services and provide patient accounting and computer supports.
- c. To provide training on Medicare Partial Hospitalization requirements, etc., and provide billing, patient accounts and computer support services related to the partial hospitalization program.
- d. To ensure that partial hospital services are part of an integrated service program with the goal and intent of avoiding hospitalizations.
- e. If the CONTRACTOR does not provide at least 90% of the Medicare units of service defined in Exhibit C of this Agreement, or if the CONTRACTOR provides more than 110% of the Medicare units of service defined in Exhibit C of this Agreement, the COUNTY may elect to amend this Agreement in order to increase or decrease the total contract amount based on the projected annual FFP. The COUNTY will furnish the CONTRACTOR quarterly reports detailing the estimated Medicare units of service.

Final determination of whether the CONTRACTOR meets or exceeds the above Medicare units of service standard will be made once all eligible units of service have been billed and adjudicated by the State. This will occur approximately **12** months after the end of this Agreement. However, if quarterly reports indicate that actual Medicare units of service will either fail to meet the 90% standard, or exceed the 110% standard, the COUNTY reserves the right to amend this Agreement in order to increase or decrease the total contract amount based upon anticipated annual FFP before final adjudication of all units has occurred. This will not preclude subsequent amendments to this Agreement which reflect FFP and total contract amounts based upon final Medicare units of service delivered..

- f. Provide Quality Improvement staff support to review and send materials to Aetna for help letters and appeals. Where appropriate, legal support for Aetna appeals shall also be provided by the County.

79

Exhibit E, 2001-2002

COUNTY OF SANTA CRUZ

Exhibit E

The provisions set forth below shall supersede and take place of the paragraph it replaces. All other provisions of this Agreement shall remain the same. Check and complete the appropriate box(es).

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

	There <u>are</u> revised paragraphs in this Agreement
--	---

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

	An Addition to said contract shall be as follows:
--	---

--	--

Master Exhibit E for 2001-02 \ 6.27.01

64.2

80

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: Health Services Agency (Department)

BY: [Signature] (Signature) 4/25/02 (Date)  
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement  Revenue Agreement

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

1. agreement is between the Health Services Agency - Mental Health (Department/Agency)  
and Unity Care, Inc. 6116 Camino Verde, Ste. 12 San Jose, CA 95119 (Name/Address)

2. The agreement will provide a Dual Diagnosis Day Treatment program for adolescents with dual  
diagnoses or emotional disturbances and substance abuse problems.

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Anticipated Cost is \$521,600  Fixed  Monthly Rate  Annual Rate  Not to Exceed  
Remarks: Auditor: Increase contract by \$70,000 for new max. of \$521,600

5. Detail:  On Continuing Agreements List for FY 01-02 . Page CC- 9 Contract No: 11898-01 OR  1st Time Agreement  
 Section II No Board letter ~~REQUIRED~~ will be listed under Item 8  
 Section III Board letter required  
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 363113 (Index) 3638 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.  
are not

Contract No: 11898-01  
By: [Signature] Date: 4/25/02  
-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Health Services Administrator (Dept/Agency Head) to execute on behalf of the  
Health Services Agency (Department/Agency)

Date: 4/28/02 By: [Signature]  
County Administrative Office

Distribution:

Board of Supervisors - white  
Auditor Controller - Canary  
Auditor-Controller - Pink  
Department - Gold

state of California  
Cwnty of Santa Cruz  
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 ap-  
proved by said Board of Supervisors as recommended by the County Administrative Office by an  
order duly entered in the minutes of said Board on \_\_\_\_\_ 20\_\_

ADM - 29 (8/01)  
Title I, Section 300 Proc Man

By: Deputy clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110						64.2
Auditor Description	Amount	Index	Sub object	User Code		

81

Contract No. 1898  
Index No. 363113  
Subobject No. 3638

Unity Care, Inc.  
AMENDMENT #1 to Agreement

The parties hereto agree to amend that certain above agreement dated July 1, 2001, by changes as follows:

**1. Cover Sheet**

Increase total contract maximum by \$70,000 for a new total contract maximum of \$521,600.

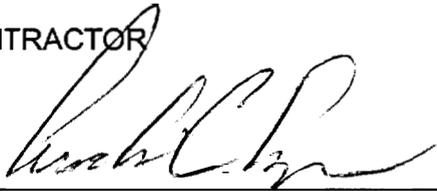
**2. Exhibit C, Scope of Service and Budget**

Delete existing Exhibit C, Scope of Service and Budget and replace with new attached Exhibit C, Scope of Service and Budget.

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

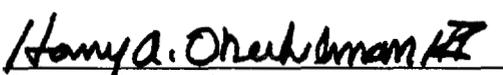
CONTRACTOR

COUNTY OF SANTA CRUZ

By   
Andre Chapman, Exec. director  
Unity Care, Inc.  
6116 Camino Verde, Suite 12  
San Jose, CA 95119

BY \_\_\_\_\_  
Health Services Agency

APPROVED AS TO FORM

  
County Counsel 3-22-2002

64.2

82

**EXHIBIT C, 2001-2002**

**Exhibit C-Scope of Service and Budget**

Unity Care, Inc.

<u>Provider</u>	Unity Care, Inc.
<u>Provider Nos.</u>	<b>44BC</b>
<u>Provider Telephone:</u>	(831) 464-8161
<u>Programs:</u>	<b>Dual Diagnosis Day Treatment</b>
<u>Program Address:</u>	810 Calabassas Rd. Watsonville Ca 95076
<u>Program Telephone:</u>	<b>(831) 768-9040</b>

**1.0 PROGRAM INTENT**

1.1 Primary Task: Unity Care Dual Diagnosis Intensive Day Treatment program is designed to address the specific treatment needs of adolescents who are dual diagnosed with both emotional disturbances and substance abuse problems. Unity Care coordinates with the County’s Children’s Mental Health Services, County Alcohol and Drug Program, schools, Probation, law enforcement, and families of these youths.

A systems goal for the dual diagnosis program, like the Children’s System of Care mission, is preparing youth in intensive levels of care to be successfully re-united with their families. A primary purpose is to shorten placement stays in residential care when appropriate, working closely with families, Probation, the Alcohol and Drug Program, and Mental Health to facilitate family reunification in a timely manner. More specifically, the program’s intent is to promote rehabilitation and recovery by providing an array of medically necessary services which are individually tailored to meet the needs of emotionally and behaviorally disturbed adolescents who also have substance abuse problems – and to serve them locally within Santa Cruz County.

The Unity Care program provides an intensive day treatment program with a dual diagnosis focus with specific and specialized emphasis on addressing the cultural needs of Latino youth and families through the provision of culturally competent programming and staffing. Services include assessment, collateral, individual, group, crisis, and psycho-educational and therapeutic recreation services packaged in a single intensive day treatment rate. Additional mental health rehabilitation services may be provided and billed before and after day treatment program hours where

64.2

appropriate to meet the needs of these high-risk youth and their families. The program will also work with clients to ensure involvement in 12-step, self-help recovery meetings.

Youth enrolled in the program have access to other services including the educational program operated by the County Office of Education. In addition, support services from Mental Health will be accessed when appropriate (medication management, crisis/hospital evaluation, intensive family support). This comprehensive treatment approach helps to ensure the ongoing success of each client in achieving treatment goals and objectives. Treatment plans are personalized according to the particular needs of individual clients and are reflective of culture, gender, age, and level of risk.

## 1.2 Description of Services:

- a. Day Treatment: Unity Care provides a Full Day Intensive Day Treatment program under the Rehabilitation Option to mental health and dual diagnosis clients. Specialized, focused substance abuse treatment and education is provided in a culturally competent manner.

Coordinators: County Mental Health Children's staff and/or County Alcohol and Drug Program staff will serve as Coordinators for System of Care court wards placed at Unity Care. The Coordinators role will be to open clients to Coordinated Care (if not already open) and ensure that all applicable documentation is completed. Unity Care staff will operate as Service Providers working with the Coordinator to ensure that Service Plans and other documentation as required are completed in a timely manner.

Referrals to Unity Care will come from the inter-agency Probation Placement Screening Committee staffed by Probation, the Alcohol and Drug Program, and Mental Health. On rare occasions, with Probation consent, an adolescent court dependent may be placed at Unity Care if clinically appropriate. Unity Care will coordinate closely with the committee at entry to, and exit from, their program with particular attention being paid to fostering smooth transitions between placement in other out-of-county group homes, STAR, GROW, and PARK family preservation programs. When a Unity Care client is hospitalized or incarcerated, the Coordinator of Unity Care clinical representative will visit the individual or participate in the staffing the next working day, if appropriate. If the client continues to be hospitalized or incarcerated, the Coordinator or Unity Care staff will participate in staffing to ensure good discharge planning.

Unity Care will work closely with Probation, the Alcohol and Drug Program, and Mental Health to ensure that all clients will have placement Medi-Cal in place before entry into the Intensive Day Treatment program. **An** allowance will be made for no more than one Day Treatment slot at a time for the following occurrences;

1. Placement of an “undocumented” client who is ineligible for Medi-Cal; or:
2. Placement of a non-Santa Cruz County child after all efforts have been made to identify an appropriate Santa Cruz County court ward (to be negotiated case by case, within a 10% annual vacancy rate). In such instances, every effort shall be made by Unity Care, Probation, and Mental Health to secure from the other county’s Mental Health Plan permission to bill Medi-Cal for Intensive Day Treatment services. In addition, Unity Care shall work closely with the other county’s Probation department to transition the non-Santa Cruz County ward home again when clinically appropriate –to avoid any unnecessary longer lengths of stay by non-Santa Cruz County clients.
3. **If** there are not enough Santa Cruz County wards for Unity Care placement,
4. and **if** another county’s Mental Health Plan agrees to full Medi-Cal authorization, by mutual consent between Probation, the Alcohol and Drug Program, Mental Health and Unity Care more than one non-Santa Cruz County ward may be placed. Priority will be given to geographically adjacent counties.

A range of services are provided to assist the adolescent client to gain the social and functional skills necessary for appropriate development and social integration, with an emphasis on substance abuse issues and culturally competent staffing, activities and strategies. Interventions are intended to promote recovery from alcohol and drug abuse, prevent hospitalization, longer term residential care, locked care, and out-of-state placement. A key component of these services is close contact and coordination with families.

- b. TBS is a type of Mental Health Service available to a child who has serious emotional problems, is under 21, and has full scope Medi-Cal.

The client must be receiving other specialty Mental Health Services and meet the following criteria:

- o Have serious emotional problems **AND**
- Live in a group home for children and young people with very serious emotional problems. (These group homes are sometimes called Rate Classification Level (RCL) 12, 13, or 14 group homes) ; **OR**

85

- Live in a state mental health hospital, a nursing facility that specializes in mental health treatment or a Mental Health Rehabilitation Center (MHRC) that has been designated as an institution for mental diseases (IMDs); **OR**
- Are at risk of having to live in a group home (RCL 12, 13, OR 14), a mental health hospital or an MHRC that has been designated as an IMD; **OR**
- Have been hospitalized within the last 2 years for emergency mental health problems.

c. Protocol for accessing TBS Services

- **Unity Care Referrals (in-house cases):** Any Santa Cruz County child who is a full scope Medi-Cal beneficiary and is a member of the can receive one-to-one services while in placement at any Unity Care Group facility.
- **Community Referrals:** The Unity Care Group can provide TBS services for any Santa Cruz County eligible minor within Santa Cruz and Monterey Counties (including other counties when feasible).

CONTRACTOR agrees to the following procedure:

- **Unity Care Referrals (in-house cases):**
  1. Santa Cruz Mental Health TBS Coordinator will be contacted for authorization.
  2. Santa Cruz County Mental Health TBS Coordinator, case coordinator, and the Unity Care TBS manager will meet to discuss case if necessary.
  3. Staff will be assigned to the child and Santa Cruz County Employee number form will be sent to TBS Coordinator if one does not already exist.
  4. Notes will be kept daily, to include billing forms, and sent in to TBS Coordinator weekly.
  5. Treatment plan reviews will be sent in monthly.
- **Community Referrals:**
  1. Santa Cruz County TBS Coordinator will contact Unity Care TBS manager and inquire regarding availability of staff for given child and location.
  2. If availability exists then TBS Request form will be faxed to Unity Care.
  3. Unity Care TBS Manager will set up appointment for TBS Coordinator, Case Coordinator, and parent or guardian, to meet

64.2

with him/her to discuss case and develop appropriate treatment plan. Forms will be signed at this meeting.

- 4. Staff will be assigned with appropriate Santa Cruz County employee numbers.
- 5. Notes and billing forms will be kept daily and sent into TBS Coordinator weekly.
- 6. Treatment plan reviews will be sent in monthly.
- 7. Periodic meetings with Case Coordinator will be set at agreed upon intervals.

d. Program design includes the following:

- 1. Length of stay: Average 9 months, range 6-15 months.
- 2. Youth Served: 12 Santa Cruz County male youth at a time; estimate 12-18 annually.

e. Unity Care management will meet monthly with the Children’s Mental Health and Alcohol and Drug Program management teams to ensure coordination and evaluation of services with the Children’s System of Care and evaluation requirements. Additional meetings shall include participation on Quality Assurance committees, Inter-Agency meetings involving Probation, the County Alcohol and Drug Program, the Alcohol and Drug Abuse Commission, and other concerned parties in the community as needed. The “systems intent” is to integrate Unity Care into the larger Inter-agency System of Care for high-risk youth.

f. **In addition to the services described above, CONTRACTOR service provision shall include, but not be limited to, some or all of the following Medi-Cal Administrative Activities related to indirect patient care (as referenced in the COUNTY’S Mental Health MAA Plan: Intake/Benefit Assistance (715), Medi-Cal Outreach (717), Referral in Crisis Situations (713), Case Management of Non-Open Case (718), General Administration (721), Day Program Support (714), Residential Support (751), Clinical Availability (761) ,Medi-Cal contract Administration (724), MAA Related Training (719), General Mental Health Outreach (716) and Paid Time Off (713).**

1.3 Description of Client Population: Unity Care serves adolescent males 13 to 17 years old with serious emotional disturbances and substance abuse problems. Individuals are screened for their readiness to manage the responsibilities inherent in the dual diagnosis program. Admission decisions are made conjointly with County Mental Health and Alcohol and Drug Programs, and Probation.

1.4 Staffing:

Hiring decisions shall be made cooperatively with Mental Health, Alcohol and Drugs, and Probation to ensure collaboration, a quality Dual Diagnosis program, and culturally competent staff.

1.5 Performance Measures:

- a. Unity Care staff will provide assistance to clients in successful transition to community living and other services including educational and vocational opportunities, complying with juvenile justice requirements, and obtaining referrals to outpatient health, mental health, and chemical dependency services.
- b. Unity Care System of Care court wards participate in the Children’s Mental Health Performance Outcome Evaluation package of instruments, as well as the inter-agency KIDS database. Unity Care will work closely with the Evaluator at Children’s Mental Health to review and report relevant outcome reports.
- c. The Unity Care Program will comply with the Latino Affairs Commission Standards of Accessibility for Latino services.

**2.0 SYSTEM INTENT**

- 2.1 Geographic Area Serviced: Santa Cruz County.
- 2.2 Quality Assurance Program: Unity Care will participate in the CMH Quality Improvement process.
- 2.3 Organizational Structure: See organization chart in contract file
- 2.4 Internal System Affiliations: Unity Care will have substantial coordination with CMH Administration, Quality Assurance, the County Alcohol and Drug Program, and Children’s Mental Health Services.
- 2.5 External System Affiliations: Unity Care will coordinate with all other Inter-agency System of Care providers in conjunction with CMH Children’s Mental Health Services, particularly the Juvenile Justice System and the local educational system.
- 2.6 Special System Intent: Given Santa Cruz County’s high-profile interest in providing culturally competent services to dually diagnosed youth, special coordination efforts shall be mobilized as needed in interfacing with community special interest groups and task force reviews.
- 2.7 Fair Hearinn Practice: Complaints and/or grievances brought by clients or families participating in Unity Care services may go through several levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to

subsequent levels. These are (1) Clinical Director; (2) Administrator; (3) Executive Director; (4) external systems, e.g. legal.

2.8 Fee Schedule: All Unity Care clients will have placement Medi-Cal.

### 3.0 METHOD OF PAYMENT

- a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program cost.
- b. For the new fiscal year COUNTY agrees to provide CONTRACTOR with monthly advances for July and August equal to  $1/12^{\text{th}}$  per month of the prior year contract amount of  $1/12^{\text{th}}$  of the new year amount, whichever is less. For the month of September, COUNTY agrees to provide CONTRACTOR with an advance equal to the  $1/12^{\text{th}}$  of the new year amount plus, if appropriate, an adjustment for the months of July and August.

For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with a monthly advance equal to  $1/12^{\text{th}}$  of the new year contract amount.

- c. At the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred. If CONTRACTOR has provided 90% or more of the quarterly costs budgeted in Exhibit C, COUNTY will make full payment on the next  $1/12^{\text{th}}$  claim submitted by CONTRACTOR; if CONTRACTOR does not show 90% of budgeted costs, COUNTY will reduce CONTRACTORS next claim by that amount.

If, in subsequent quarters of the fiscal year, CONTRACTOR shows total year-to-date costs in excess of 90% of year-to-date budgeted costs, COUNTY will restore previously subtracted amounts on the next claim.

LEGAL ENTITY: Unity Care, Inc.  
 PROGRAM NAME: Adolescent Dual Diagnosis  
 INDEX NUMBER: 363113

FISCAL YEAR: 2001/02  
 CONTRACT #: CO1898-Q1  
 DATE: 2/27/02

SANTA CRUZ COUNTY  
 COMMUNITY MENTAL HEALTH  
 SERVICE AGREEMENT BUDGET  
 EXHIBIT C

CONTRACT  
 TOTAL

Day Tx	TBS			
44BC	44BC			
10	15			
85	58 (Hourly)			
490,236	70,000			

560,236

PROGRAM COMPONENT  
 PROVIDER #  
 MODE  
 SERVICE FUNCTION  
 CONTRACTOR'S COSTS

REVENUES

38,636				
38,636				
451,600	70,000			

38,636  
 38,636  
 521,600

GRANTS  
 PATIENT FEES  
 PATIENT INSURANCE  
 OTHER  
 TOTAL REVENUES  
 NET CONTRACT AMOUNT

FUNDING SOURCES

219,873	35,875			
209,147	34,125			
22,580				
451,600	70,000			

255,748  
 243,272  
 22,580  
 521,600

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

UNIT COST CALCULATION

490,236	70,000			
86,429	18,667			
576,665	88,667			
3,144	1,556			
183.42	57.00			
155.93	45.00			
27.49	12.00			
144.44	45.00			

560,236  
 105,096  
 665,332

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

The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown in Net Contract Amount by type of service, further limited to the maximum amount calculated by multiplying the units of services of each type provided by the Maximum Cost per Unit of each type of service listed above. In no event shall the amount paid CONTRACTOR exceed the maximum contract amount.

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

3,144	1,556			
3,144	1,556			

64.2

89

90

### COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

To: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: Health Services Agency (Department)  
BY: [Signature] (Signature) 4/23/02 (Date)  
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement  Revenue Agreement

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

1. Said agreement is between the Health Services Agency - Mental Health (Department/Agency)  
and Volunteer Center of Santa Cruz, 1010 Emeline Ave. Santa Cruz, CA 95060 (Name/Address)

2. The agreement will provide a vocational day program including sheltered workshop and various mental health services to mental health system and Cal WORKS clients & the Mental Health Resource Center (for families of both adult & child clients)

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Anticipated Cost is \$ 925,119  Fixed  Monthly Rate  Annual Rate  Not to Exceed  
Remarks: Auditor: this amendment increases Index 363111 by \$20,619

5. Detail:  On Continuing Agreements List for FY 01-02, Page CC- 9 Contract No: 205 OR  1<sup>st</sup> Time Agreement  
 Section II No Board letter **REQUIRED** will be listed under Item 8  
 Section III Board letter required  
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 363111 (Index) 3638 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.  
are not will be

Contract No: 10205-03  
By: [Signature] Date: 4/25/02  
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Health Services Administrator (Dept/Agency Head) to execute on behalf of the Health Services Agency (Department/Agency)

Date: \_\_\_\_\_ BY: \_\_\_\_\_  
County Administrative Office

Distribution:  
Board of Supervisors - white  
Auditor Controller - Canary  
Auditor-Controller - Pink  
Department - Gold  
state of California  
County of Santa Cruz  
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 Office by an order duly entered in the minutes of said Board on \_\_\_\_\_ 20\_\_

ADM - 29 (8/01)  
Title I, Section 300 Proc Man By: Deputy clerk

#### AUDITOR-CONTROLLER USE ONLY

CO	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110						64.2
	Auditor Description	Amount	Index	Sub object	User Code	

9

Contract No. 205  
Index No. 363111  
Subobject No. 3638

Volunteer Center of Santa Cruz  
AMENDMENT #1 to Agreement

The parties hereto agree to amend that certain above agreement dated July 1, 2001, by changes as follows:

1. Cover Sheet

Increase Index 363111 amount by \$20,619 for a new Index total of \$17,119.  
Increase total contract maximum by \$20,619 for a new total contract maximum of \$925,119.

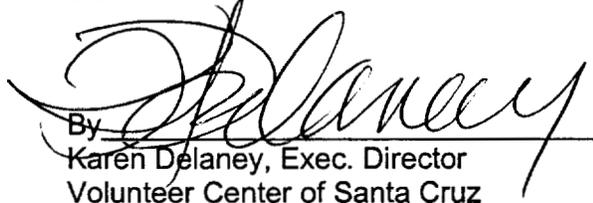
2. Exhibit C, Scope of Service and Budget (Part C)

Delete existing Exhibit C, Scope of Service and Budget (Part C) and replace with new attached Exhibit C, Scope of Service and Budget (Part C).

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

CONTRACTOR

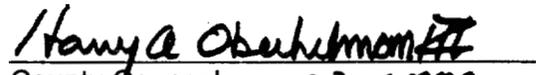
COUNTY OF SANTA CRUZ

By 

Karen Delaney, Exec. Director  
Volunteer Center of Santa Cruz  
1010 Emeline Avenue  
Santa Cruz, CA 95060

By \_\_\_\_\_  
Health Services Agency

APPROVED AS TO FORM

  
County Counsel 3-22-2002

64.2

92

Exhibit C, 2001-2002

EXHIBIT C -- Scope of Service and Budget

Volunteer Center of Santa Cruz

PART C

Provider: Volunteer Center of Santa Cruz  
Provider No.: NIA  
Program: **Mental Health Resource Center/Family Partnership Program**  
Program Address: 1010 Emeline Avenue, Santa Cruz, CA 96050  
Provider Telephone: (831) 427-5070  
Program Telephone: (831) 454-4961

1.0 PROGRAM INTENT

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

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

- a. **Family Education and Support.** To help the families and friends of children/youth with serious emotional disturbances learn about the nature of psychiatric disabilities and effective coping strategies. Support groups (Club Hope) for family members and consumers meet weekly in North and South County.
- b. **Information and Referral.** To locate and help parents access community resources.
- c. **Technical Assistance.** To develop self-help resources for children/youth with emotional/behavioral problems and their families and friends. To provide family perspective technical assistance to the Children's Inter-Agency System of Care through training and meeting attendance.
- d. **Community Outreach.** To counter stigma through public education and to reach those people who are unaware of mental health services from which they might benefit.
- e. **Volunteer Opportunities.** To increase the number of volunteer resources throughout the County's mental health community.

64.2

**Exhibit C, 2001-2002**

f. **Respite Program.** Work with Children's Mental Health to provide training and coordination for the Respite Program.

g. In addition to the services described above, CONTRACTOR service provision may include, but not be limited to, some or all of the following Medi-Cal Administrative Activities related to indirect patient care (as referenced in the COUNTY'S Mental Health **MAA** Plan): Utilization Review/Quality Improvement (711), Medi-Cal Eligibility Intake/Benefit Assistance (715), Medi-Cal Outreach (717), Referral in Crisis Situations (713), Case Management of Non-Open Cases (718), General Administration (721) Day Program Support (741), Residential Support (751), Clinical Availability (761), Medi-Cal Contract Administration (724), MAA Related Training (719), General Mental Health Outreach (716) and Paid Time Off (731).

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

1.4 Service Objectives:

a. **Information and Referral**

1) Private consultations and referrals-200 consultations to orient individuals and families to the mental health system and other community resources.

2) Parent education series "How To Become A Parent Mentor" – aMHRC/FPP series to orient and provide skills building to allow parents in the mental health system to mentor and support other parents. Offered quarterly or as needed to train new volunteers.

3) Club Hope Support Groups: MHRC/FPP provide assortment of family groups.

4) Library Resources: maintain and develop a library/resource center focused on Children's Mental Health issues – open to the public.

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

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

b. **Volunteer Opportunities**

1) Volunteer Services: recruit and utilize 10 individuals in MHRC/FPP with a

**Exhibit C, 2001-2002**

particular focus on bilingual/bicultural representation. Develop parent mentor expertise/support in juvenile justice, social service and special education areas.

2) Participate as members of Family Advisory Council.

**c. Community Outreach**

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

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

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

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

**d. Contract Monitoring**

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

1.5 Staffing: Supervision: 10 hours/week. Parent representatives: 80 hours/week (20 paid by Probation) to serve both North and South County. At least one position to be bilingual/bicultural. Additional stipend funds to be maintained to reimburse trained parent mentors for FPP projects and services. Probation, through the Crime Prevention Act of 2000 (otherwise known as AB 1913) funded 20 hours of a Parent Partnership position. This position is designated to provide outreach and support to families receiving services through the STAR Program, or other Juvenile Justice programs.

**2.0 SYSTEM INTENT**

2.1 Geographic Areas Served: County of Santa Cruz

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

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

95

## Exhibit C, 2001-2002

Council serves as the official advisory body to Children's Mental Health, and oversight of the Family Partnership Program.

- 2.4 Internal System Affiliations: MHRC, through the Family Partnership Program, coordinates with Children's Mental Health staff, supervisors and managers. FPP staff are located at North and South County Children's Mental Health clinics. FPP coordinates with State and regional Family Partnership networks.
- 2.5 External System Affiliations: MHRC/FPP also provides outreach to a variety of schools, social service clubs and other community organizations to counter stigma and to reach those people who are unaware of mental health services from which they might benefit.
- 2.6 Special System Intent: N/A
- 2.7 Fair Hearing Practice: N/A

### 3.0 METHOD OF PAYMENT

- a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
- b. **For the new fiscal year**, COUNTY agrees to provide CONTRACTOR with monthly advances for July and August equal to 1/12th per month of the prior year contract amount or 1/12th of the new year amount, whichever is less. For the month of September, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th of the new year amount plus, if appropriate, an adjustment for the months of July and August. For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with a monthly advance equal to 1/12th of the new year contract amount.
- c. At the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred. If CONTRACTOR has provided 90% or more of the quarterly costs budgeted in Exhibit C, COUNTY will make full payment on the next 1/12th claim submitted by CONTRACTOR; if CONTRACTOR does not show 90% of budgeted costs, COUNTY will reduce CONTRACTOR'S next claim by that amount.
- If, in subsequent quarters of the fiscal year, CONTRACTOR shows total year-to-date costs in excess of 90% of year-to-date budgeted costs, COUNTY will restore previously subtracted amounts on the next claim.

64.2

LEGAL ENTITY: Volunteer Center  
 PROGRAM NAME: MH Res Ctr Family Partnership  
 INDEX NUMBER: 363111

FISCAL YEAR: 2001/02  
 CONTRACT #: CO1020543  
 DATE: 03/07/02

SANTA CRUZ COUNTY  
 COMMUNITY MENTAL HEALTH  
 SERVICE AGREEMENT BUDGET  
 EXHIBIT C

PROGRAM COMPONENT	MHRC				
PROVIDER #	4403				
MODE	45				
SERVICE FUNCTION	20				
CONTRACTOR'S COSTS	117,119				
<b>CONTRACT TOTAL</b>					

REVENUES					
GRANTS					
PATIENT FEES					
PATIENT INSURANCE					
OTHER					
TOTAL REVENUES					
NET CONTRACT AMOUNT	117,119				

FUNDING SOURCES					
MEDI-CAL (FFP & MATCH)					
MAC (FFP & MATCH)	54,040				
MEDICARE					
REALIGNMENT/COUNTY	63,079				
OTHER					
TOTAL FUNDING SOURCES	117,119				

UNIT COST CALCULATION					
CONTRACTOR'S COSTS	117,119				
COUNTY'S DIRECT COSTS					
TOTAL DIRECT COSTS	117,119				
UNITS OF SERVICE	N/A				
COST PER UNIT - TOTAL					
CONTRACT COST PER UNIT					
COUNTY COST PER UNIT					

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

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

96

df.2