

BOS AGREEMENT NO. 23-137-A1

AMENDMENT #1

Original Agreement No.	BOS-23-137
------------------------	------------

**AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. BOS-23-137**

This Amendment to Agreement No. BOS-23-137 is entered into this 17th day of Oct , 2023 , by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Redwood Quality Management Company DBA Anchor Health Management, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. BOS-23-137 was entered into on July 1, 2023; and

WHEREAS, upon execution of this document by the COUNTY and the CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of the COUNTY and the CONTRACTOR to increase the amount set out in Agreement No. BOS-23-137, from \$900,000 to \$2,200,142; and

WHEREAS, it is the desire of the COUNTY and the CONTRACTOR to extend the termination date set out in Agreement No. BOS-23-137, from September 30, 2023 to June 30, 2024; and.

WHEREAS, it is the desire of the COUNTY and the CONTRACTOR to update the Exhibit A, Definition of Services, and the Exhibit B, Payment Terms.

NOW, THEREFORE, we agree as follows:

1. The amount set out in Agreement No. BOS-23-137 is hereby increased from \$900,000 to \$2,200,142.
2. The termination date set out in Agreement No. BOS-23-137 is hereby extended from September 30, 2023 to June 30, 2024.
3. The Exhibit A, Definition of Services, and the Exhibit B, Payment Terms are hereby updated, and new Exhibit A and Exhibit B are attached herein.

All other terms and conditions of Agreement No. BOS-23-137 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]  
Jenine Miller, Psy.D., BHRS Director

Date: 10/2/23

Budgeted: Yes  
Budget Unit: 4050, 4051  
Line Item: 86-3280  
Org/Object Code: MH, MACSS  
Grant: No  
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: [Signature]  
GLENN MCGOURTY, Chair  
BOARD OF SUPERVISORS

Date: 10/17/2023

ATTEST:  
DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 10/17/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 10/17/2023

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 10/02/2023

CONTRACTOR/COMPANY NAME

By: [Signature] MFT  
Camille Schraeder, Director  
Tim Schraeder, CEO

Date: \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:

Redwood Quality Management Company  
DBA Anchor Health Management, Inc.  
376 East Gobbi St. B  
Ukiah, CA 95482  
707-472-0350  
camille@rqmc.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: [Signature]  
Deputy

Date: 10/02/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
CEO

Date: 10/02/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  RFP# MH-20-006  
Mendocino County Business License: Valid   
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

## EXHIBIT A

### DEFINITION OF SERVICES

On behalf of the County of Mendocino, CONTRACTOR shall provide the services outlined in the Scope of Services defined in this contract and pursuant to the Payment Terms in Exhibit B.

CONTRACTOR shall ensure compliance with all applicable Medicaid laws, and regulations, including Department of Health Care Services Medi-Cal Specialty Mental Health regulations, County of Mendocino State Mental Health Plan (MHP) Agreement, and Behavioral Health and Recovery Services (BHRS) policies and procedures.

The following Specialty Mental Health Services (SMHS) duties and obligations have been delegated to CONTRACTOR. Compliance with the requirements of this Agreement shall be monitored by COUNTY on an ongoing basis.

- I. For the period July 1, 2023 through December 31, 2023, CONTRACTOR has the following contractual obligations:
  - A. Access to Care
    1. CONTRACTOR shall be responsible for ensuring that beneficiaries have appropriate access to Specialty Mental Health Services with a No Wrong Door approach. CONTRACTOR shall provide supporting documents including but not limited to: Multi Agency Coalition schedules, minutes, and sign in sheets, Training Logs with sign in sheets, Continuity of Care tracking logs, and other documents as requested by December 31, 2023.
    2. CONTRACTOR shall work with Tapestry Family Services (Tapestry), Mendocino Coast Hospitality Center (MCHC), and Mendocino County Youth Project (MCYP) to ensure the following services are provided:
      - a. MCHC provides serves to beneficiaries ages 18+ years old and shall provide the following services:
        - i. Assessment / Evaluation
        - ii. Plan Development
        - iii. Collateral
        - iv. Therapy – individual
        - v. Rehabilitation
        - vi. Targeted Case Management
      - b. MCYP provides serves to beneficiaries ages 1 – 26 years old and shall provide the following services:
        - i. Assessment Evaluation
        - ii. Plan Development
        - iii. Therapy- Individual/Family/Group
        - iv. Collateral

- v. Rehabilitation
  - vi. Target Case Management
  - vii. Intensive Care Coordination
  - viii. Intensive Home-Based Services
  - ix. Therapeutic Behavioral Services
- c. Tapestry provides serves to beneficiaries ages 1 – 100 years old and shall provide the following services:
- i. Assessment Evaluation
  - ii. Plan Development, Therapy- Individual/Family/Group,
  - iii. Collateral
  - iv. Rehabilitation
  - v. Target Case Management
  - vi. Intensive Care Coordination
  - vii. Intensive Home-Based Services
  - viii. Therapeutic Behavioral Services
  - ix. Therapeutic Foster Care
3. CONTRACTOR shall also ensure that Tapestry, MCYP, and MCHC all provide or arrange for the following:
- a. Appropriate client service referrals for lower level of care transitions, as evidenced by transition of care tracking log, provided quarterly.
  - b. Transportation Coordination with Managed Care Plan.
  - c. Coordination with primary care and co-occurring needs, as evidenced by meeting schedule and tracking log including attendees and sign in sheets when applicable which shall be, provided quarterly.
  - d. Coordination with community agencies and partners, as evidenced by meeting schedule and tracking log including attendees and sign in sheets when applicable, provided quarterly.
  - e. Continuity of Care request tracking log provided quarterly.
4. CONTRACTOR shall ensure client eligibility verification for MCHC, MCYP, and Tapestry.
5. CONTRACTOR shall ensure medical necessity and access determination for MCHC, MCYP, and Tapestry.

## B. Billing Services

1. CONTRACTOR shall be responsible for billing reconciliation for MCHC, MCYP, AHM/RQMC, RCS, and Tapestry. CONTRACTOR shall submit Specialty Mental Health Services claims including invoice, EDI, and appropriate back up documentation to COUNTY on behalf of providers in HIPAA compliant electronic files or other COUNTY approved form. All claims shall be within two weeks of the billable service.
2. CONTRACTOR shall contract with inpatient psychiatric hospitalizations, physician fees, and youth placement's mental health services. CONTRACTOR will track all and verify all inpatient psychiatric hospitalizations, physician fees, and youth placement's mental health services. CONTRACTOR shall provide inpatient psychiatric hospitalizations, physician fees, and youth placement's mental health services invoice to COUNTY for reimbursement. COUNTY shall reimburse CONTRACTOR for allowable costs of inpatient psychiatric hospitalizations, physician fees, and youth placements mental health services with TAR/SAR, invoice, and supporting chart documentation.

## C. Data Reports

1. CONTRACTOR shall provide data to COUNTY for Anchor Health Management (AHM/RQMC), MCHC, MCYP, RCS, and Tapestry on utilization of services, the capacity of service delivery, and accessibility of services to beneficiaries; this includes monitoring the number, type, and geographic distribution of mental health services. This information shall be provided to COUNTY and reported at Utilization Management meetings monthly.
2. CONTRACTOR shall complete all reporting of data and trends quarterly for AHM/RQMC, MCHC, MCYP, RCS and Tapestry activities as required by the COUNTY and described herein.
  - a. Number of individuals housed during services.
  - b. Number of individuals unhoused vs. housed in services.
  - c. Number of new beneficiaries' accessing services.
  - d. Number of services provided.
  - e. Number of services provided by provider type.
  - f. Type of services provided by provider type.
  - g. Number of beneficiaries who completed treatment and have not returned.
  - h. Number of beneficiaries currently in services accessing crisis services.
  - i. Improvement in beneficiaries' Child And Adolescent Needs and Strengths (CANS)/ Adult Needs And Strengths Assessment (ANSA) scores.

- j. Number of beneficiaries access services that needed a higher level of care, i.e. LPS.
  - k. Tracking of travel and documentation time.
  - l. CONTRACTOR will collaborate with the COUNTY in the collection and reporting of performance outcome data, including data relevant to Healthcare Effectiveness Data and Information Set (HEDIS®) measures, as required by DHCS. All Measures below will be reported quarterly and are indicated below:
    - i. Adherence to Antipsychotic Medications for Individuals with Schizophrenia (BH Core Set measure SAA-AD)
    - ii. Antidepressant Medication Management (BH Core Set measure AMM-AD)
    - iii. Use of First-Line Psychosocial Care for Children and Adolescents on Antipsychotics (BH Core Set measure APP-CH)
    - iv. Follow-Up After Hospitalization for Mental Illness (BH Core Set measure FUH)
    - v. Percentage of clients offered timely initial appointments, and timely psychiatry appointments, by child and adult.
    - vi. Percentage of high-cost clients receiving case management services
    - vii. Follow up After Emergency Department Visit for Mental Illness (FUM)
  - m. Additional reporting and evaluation activities as indicated by the Behavioral Health Director.
3. CONTRACTOR shall provide data monthly to COUNTY for AHM/RQMC, MCHC, MCYP, RCS, and Tapestry on how each of these providers are meeting the requirements for timely access to services. CONTRACTOR shall:
- a. Provide data by providers on timely access to care and services, including the urgent and emergency need for services.
    - i. Urgent care is when an individual's condition is not life threatening, but they need medical care for which treatment cannot be delayed until they can return to their primary care.
    - ii. Emergency is when if waiting to get care could be dangerous to your life or a part of your body.
  - b. Establish mechanisms to ensure providers submit data demonstrating timely access requirements.
4. CONTRACTOR shall provide COUNTY monthly with all required information and data to be in compliance with the Performance

Improvement Projects (PIP) requirements, ensuring performance improvement activities meet the requirements as specified by DHCS and Specialty Mental Health Services requirements.

5. CONTRACTOR shall be responsible for providing monthly data for AHM/RQMC, MCHC, MCYP, RCS, and Tapestry separated by Adult Services eighteen years and older (18+), Children's Services zero to seventeen (0-17), and Foster Care in the following categories:
  - a. Timeliness of initial request to first offered appointment
  - b. Timeliness of initial request to first kept appointment
  - c. Timeliness of initial request to first psychiatry appointment
  - d. Timeliness of service request for urgent appointment to actual encounter
  - e. Timeliness of follow-up encounters post-psychiatric inpatient discharge
  - f. Psychiatric readmission rates within thirty (30) days
  - g. Psychiatrist and clinician no-show rates
  - h. Access to after-hours care
  - i. Responsiveness of the crisis number
6. CONTRACTOR shall provide Behavioral Health Advisory Board, a Data Dashboard on a quarterly basis including, but not limited to the following items
  - a. Persons Admitted to Outpatient services, Crisis Services, Unduplicated persons served, Unduplicated persons served Quarterly (QTR) and Fiscal Year to Date (YTD), Identified demographics: Gender (QTR & YTD) male, female, non-binary/Transgender; Ethnicity: White, African American, American Indian, Asian, Hispanic/Latinx, other, Undisclosed.
  - b. QTR & YTD Persons by location: Ukiah Area, Willits Area, North County, Anderson Valley, North Coast, South Coast, Out of County and/or Out of State (OOC/OOS).
  - c. Homeless Services by those admitted to Outpatient (QTR & YTD), those seen in Crisis Services (QTR & YTD), Unduplicated homeless persons served (QTR & YTD), Count of crisis services provided (QTR & YTD), Count of Crisis Services Provided (QTR & YTD).
  - d. Homeless Persons served in crisis by Insurance type (MC Medical, Indigent, other payor total) Number of Hospitalizations, YTD Count of Unduplicated Homeless Clients) and also by Crisis Assessment, Hospitalization, and Re-Hospitalization within 30 days (QTR & YTD for each).

- e. Crisis Services Total Number (QTR) Crisis Services Total Number (YTD) Reasons for Crisis Call YTD Increase: Increase in Symptoms, Phone Support, Information Only, Suicidal Ideation/Suicide Threat, Self-Injurious Behavior, Access to Services, Aggression towards Others, Resources/Linkages.
- f. Calls from Law Enforcement Organization (LEO) to Crisis by Agency (QTR & YTD) for all Mendocino County Law Enforcement entities (Mendocino County Sheriff's Office (MCSO), California Highway Patrol (CHP), Willits Police Department (WPD), Fort Bragg Police department (FBPD), Jail/Juvenile Hall, Ukiah Police Department (UPD), Mobile Crisis, and Total.
- g. Crisis Walk-Ins (QTR & YTD) Inland and Coastal.
- h. Crisis Contacts by time of Day (QTR & YTD) by Day 8 am - 5 pm and Night 5 pm – 8 am.
- i. Total Number of Emergency Crisis Assessments by QTR & YTD.
- j. Total number of Inpatient Hospitalizations by QTR & YTD.
- k. Rehospitalization data by QTR & YTD designated by Youth and Adult; 0-2 days in hospital number of admits and percent of admits; Days in the ER by day 0-5+, and by Hospital (Adventist Hospital Ukiah Valley (AHUV), Howard Memorial Hospital, and Mendocino Coast District Hospital).
- l. Rehospitalization data at Discharge by payor (Mendocino County Medi-Cal, Indigent, other payor) Discharged to (Mendocino, Crisis Appointment, Declined Crisis Appt), QTR & YTD hospitalizations where discharge was out of county or unknown; QTR & YTD number who declined follow up appointment.
- m. Number of hospitalizations during the period from 1 to 6+, QTR & YTD count of unduplicated clients hospitalized clients.
- n. YTD hospitalizations by location; YTD hospitalizations by detention criteria.
- o. Total number of Full Service Partnerships Current (at time of QTR report); Total Number of Full Service Partners YTD.
- p. Contract Usage by Date, Budgeted, QTR and YTD, by Medi-Cal in County, Medi-Cal Out of County Contracts, MHSA, Indigent AHM Out of County Contracts, Medication Management.
- q. Services Provided by Whole System of Care by service type (Assessment, Case Management, Collateral, Crisis, Family Therapy, Group Rehab, Group Therapy, Intensive Care Coordination (ICC), In Home Behavioral Services (IHBS), Individual Rehab, Individual Therapy, Psychiatric Services, Plan Development, Therapeutic Behavioral Services (TBS), Therapeutic Foster Care (TFC), Total).

- r. No Show Rate by QTR and YTD.
  - s. Average cost per beneficiary by age.
  - t. Count of Services by Area (Anderson Valley, North Coast, North County, South Coast, Ukiah, Willits).
  - u. Medication Management Services (Inland Unduplicated Clients, Coastal Unduplicated Clients, Inland Services, Coastal Services).
7. CONTRACTOR shall provide data reports as requested by County to BHAB, Quality Improvement Committee, Quality Assurance and Performance Improvement (QAPI), Utilization Review and additionally as requested in an agreed upon and COUNTY approved format.

#### D. Electronic Health Record

1. Contractor shall provide and maintain an electronic health record system for use by AHM/RQMC, MCHC, MCYP, RCS, and Tapestry. CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, State and Federal laws, and other Mendocino County BHRS requirements for client confidentiality and record security. Client records shall be kept and maintained for ten (10) years after client discharge.
2. CONTRACTOR shall ensure providers (MCHC, MCYP, and Tapestry) maintain client records. CONTRACTOR shall identify a compliance officer that is responsible for maintaining the integrity of clients' health care information. Records shall be organized in a systematic fashion and stored according to licensing/regulatory standards. Individual and aggregate records shall be accessible to clinicians, the Quality Management process, and Mendocino County BHRS. Records that are released to proper authorities, individuals, and others shall be released only with an appropriately signed Release of Information (ROI).
3. CONTRACTOR shall provide Client Services Information (CSI) monthly to COUNTY in an electronic format following DHCS data submission guidelines.
4. CONTRACTOR shall provide CANS data monthly to COUNTY in an electronic format following DHCS data submission guidelines.
5. CONTRACTOR shall maintain their EHR and ensure that COUNTY will continue to have access to all client Records via EXYM/EHR for purposes of review, auditing, and data management, etc. until all client records have been transferred into the County EHR or this contract terminates, whichever occurs later.
6. ASO will work directly with COUNTY to transfer all client records to the COUNTY EHR prior to termination of this contract or termination of CONTRACTORS contract with EHR.
7. In the event CONTRACTOR dissolves or is otherwise facing loss of EHR, CONTRACTOR shall work with COUNTY to ensure full transfer of all client records prior to dissolution.

E. Full-Service Partnership. Full Service Partnerships are an intensive collaborative relationship between client, providers, and when appropriate the client's family and personal supports. Full Service Partnerships are designed to provide more intensive services to reduce likelihood of intensive, high cost urgent, and emergency mental health services and/or other forms of institutionalization. CONTRACTOR's obligations regarding Full Service Partnerships are as follows:

1. CONTRACTOR shall work with Tapestry and MCHC to ensure Full Service Partners (FSPs), including Behavioral Health Court FSPs, have increased access to mental health services, facilitate, or expand an integrated and collaborative service experience for the qualifying FSP consumer, and prioritize least restrictive care environments.
2. CONTRACTOR shall verify that FSPs qualify prior to provider enrollment through the Partnership Assessment Form. CONTRACTOR shall ensure providers complete quarterly (every three months) and Key Event Tracking (as qualifying event occurs) in accordance with regulation and policy. CONTRACTOR shall ensure proper forms are completed and submission of forms is in timely accordance with regulation and policy.
3. CONTRACTOR shall provide COUNTY the list of all FSPs on a monthly basis by age category and each provider (AHM/RQMC, MCHC, MCYP, Tapestry, and RCS) prior to billing.
4. CONTRACTOR shall ensure that MHSA services provided by MCHC, MCYP, and Tapestry are focused on mental health wellness, recovery, and resilience. Services shall be consumer driven, and when desired by the consumer shall include family and other supports (friends, neighbors, spiritual leaders, etc.) as indicated by the client.
5. Community Services and Supports (CSS) FSP programs shall serve each of the four (4) designated age groups: Child and youth ages zero to fifteen (0-15), Transition Age Youth ages sixteen to twenty-five (16-25), Adults ages twenty-six to fifty-nine (26-59), and Older Adults ages sixty years and older (60+). CONTRACTOR shall track and provide COUNTY with data on the services being provided, population being served, and demographics from MCHC, MCYP, and Tapestry.
  - a. CONTRACTOR shall ensure providers (MCHC, MCYP, and Tapestry) offer Assisted Outpatient Treatment (AOT) services to qualified clients. Providers shall participate in the AOT Team meetings as requested by COUNTY, participate in the initial investigation of AOT referrals, providing known history on potential AOT clients, accept referrals for Biopsychosocial Assessment, assess client, determine if client has a qualifying diagnosis that meets medical necessity for Specialty Mental Health Services and AOT criteria, provide case management, testify in court when required regarding AOT qualifications, assessment, diagnosis, risk of client, and any other pertinent information to beneficiary. Providers shall understand that many AOT clients may be reluctant to participate in voluntary services, and repeated and unique attempts to engage client in services may be necessary.

- b. AOT services require completing any documents necessary for the AOT petition requested by the COUNTY or required by the Courts, which includes the Declaration stating that there is reason to believe AOT criteria are met according to Welfare and Institutions Code section 5346(b)(5)(B) within the timelines outlined in the statute.
- c. COUNTY shall provide triage and investigation of referrals for AOT. COUNTY shall provide notification of Counsel and Courts. COUNTY shall report data to Department of Health Care Services and other state reporting.

F. Quality Assurance/Performance Improvement

- 1. CONTRACTOR shall evaluate medical necessity appropriateness and efficiency of services provided to beneficiaries by MCHC, MCYP, and Tapestry.
- 2. Outcome Measurement Tools: CONTRACTOR shall ensure MCHC, MCYP, and Tapestry providers use, based on client's age, the Adult Needs and Strengths Assessment (ANSA), the Child Assessment of Needs and Strengths 50 (CANS-50), and the Pediatric Symptom Checklist (PSC-35), to measure clients' functioning. The frequency and intensity of services shall be correlated with outcome measure data. Outcome measure data shall be collected at the beginning of treatment, every six (6) months following the first administration, and at the end of treatment to ensure that services maintain the appropriate level of intensity, frequency, and duration submitted to COUNTY quarterly. Outcome measures will include routine analysis and report of individual and aggregate client progress as evidenced by change in CANS/ANSA scores, change in PSC-35 scores, or changes in other metrics associated with client progress.
- 3. CONTRACTOR shall work with MCHC, MCYP, and Tapestry providers to ensure providers submit the COUNTY and State required beneficiary/family satisfaction surveys and providers shall submit all surveys to COUNTY by the due date.
- 4. CONTRACTOR shall establish processes to ensure that all MCHC, MCYP Tapestry remain in compliance with COUNTY and County of Mendocino State MHP Agreement requirements. If a provider is not in compliance, CONTRACTOR will notify COUNTY.
  - a. CONTRACTOR shall notify COUNTY of MCHC, MCYP, and Tapestry being out of compliance and COUNTY will provide MCHC, MCYP, AHM/RQMC, and Tapestry the corrective action request letter and a copy will be provided to CONTRACTOR.
  - b. CONTRACTOR shall continue to work with MCHC, MCYP, AHM/RQMC, and Tapestry until provider is in compliance with requirements or provider services have been terminated.
  - c. CONTRACTOR shall keep COUNTY informed throughout the corrective action processes.

5. CONTRACTOR shall resolve any identified service delivery problems with MCHC, MCYP, and Tapestry and take effective action when improvement is required or desired.
  - a. COUNTY shall be notified by CONTRACTOR of any service delivery problem(s) and the steps being taken by CONTRACTOR to resolve the identified problem.
6. CONTRACTOR shall provide performance data at COUNTY meetings, such as Quality Improvement/Quality Management, Behavioral Health Advisory Board (BHAB), Utilization Management, Administrative Services Organization (ASO) Care Coordination and Quality Improvement Committee meetings.
7. CONTRACTOR shall participate in the Quality Improvement Committee meetings and provide performance data as requested by the COUNTY and in relation to the goals set in the Quality Improvement Work Plan.
8. Quality Assessment and Performance Improvement Committees  
CONTRACTOR shall participate on the Quality Assessment and Performance Improvement (QAPI) Committee and attend all meetings.
9. For MCHC, MCYP, and Tapestry, CONTRACTOR shall ensure MCHC, MCYP, and Tapestry adhere to COUNTY policies and procedures. If a provider does not maintain compliance CONTRACTOR shall notify COUNTY and COUNTY shall issue a corrective action plan. COUNTY shall be notified when a provider subcontractor is failing to comply with requirements. COUNTY shall provide CONTRACTOR with a copy of the corrective action plan provided to provider. CONTRACTOR shall continue to work with provider until provider is in compliance with requirement or services have been terminated. CONTRACTOR shall keep COUNTY informed throughout the corrective action process.
10. For MCHC, MCYP, and Tapestry, CONTRACTOR shall ensure that providers only use licensed, registered, or waived staff acting within their scope of practice for services which require a license, waiver, or registration. CONTRACTOR shall ensure that no provider is on a list excluding them from billing Medi-Cal. CONTRACTOR shall run monthly checks on the exclusion list sites, as directed by the COUNTY, and provide COUNTY monthly reports such as:
  - a. Office of General Inspector General List of Excluded Individuals/Entities (LEIE).
  - b. DHCS Medi-Cal List of Suspended or Ineligible Subcontractors
  - c. Excluded Parties List System (EPLS)
  - d. Social Security Death Master List
  - e. Verification of licensure without restrictions
  - f. National plan and subcontractor Enumeration System (NPPES)

11. CONTRACTOR shall have a protocol for MCHC, MCYP, and Tapestry to ensure their capacity and capability for meeting the full requirements of the County of Mendocino State MHP Agreement.
12. CONTRACTOR shall participate in the following Audits:
  - a. Department of Health Care Services Triennial
  - b. Annual External Quality Review Organization
13. CONTRACTOR shall have a Chief Psychiatrist (licensed psychiatrist) who will be available to provide medical consultation as needed.
14. CONTRACTOR shall coordinate with COUNTY to ensure provider (MCHC, MCYP, and Tapestry) compliance with MHP Cultural Competency plan, annual cultural competency skills training for staff, data reports and efforts to eliminate disparities.
15. CONTRACTOR shall ensure client rights: that the screening of a client for a treatment or service program shall not result in the client being deprived of any rights, privileges, or benefits which are guaranteed to individuals by State or Federal law. CONTRACTOR shall ensure that services (MCHC, MCYP, and Tapestry) are provided in a safe, sanitary, least restrictive, and humane environment. All clients shall have the right to be treated with dignity and respect by CONTRACTOR. CONTRACTOR shall work with the COUNTY's Patient's Rights Advocate to ensure proper client interactions and interventions.
16. Clients of MCHC, MCYP, and Tapestry shall be provided with required information pamphlets that include Client Rights, Notice of Privacy Practices, Grievance and Appeals Process Brochure, Advanced Directives Brochure, Early Periodic Screening, Diagnosis, and Treatment (EPSDT) Membership Handbook, Provider Directory, Mental Health Plan Beneficiary Handbook, and language taglines.

G. Point of Authorization/Treatment Authorization

1. CONTRACTOR shall implement mechanisms to ensure authorization decision standards are met and are in compliance with COUNTY and DHCS requirements. CONTRACTOR shall adhere to County of Mendocino State MHP Agreement requirements for processing requests for initial, continuing, and concurrent authorizations of services. Authorization decisions shall be made within the timeframe set by Title 42, Code of Federal Regulations (C.F.R.) section 438.210(d).
  - a. CONTRACTOR shall have mechanisms in place to ensure consistent application of review criteria for authorization decisions and shall consult with the requesting provider (MCHC, MCYP, Tapestry) when appropriate. CONTRACTOR shall authorize services based on medical necessity criteria and each client's level of service needs. Any decisions to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested shall be made by a professional who

has appropriate clinical expertise in treating the client's condition or disease.

- b. CONTRACTOR shall issue Notices of Adverse Benefit Determination (NOABD) for Adverse Benefit Determinations from MCHC, MCYP, and Tapestry (COUNTY shall issue NOABDs for Adverse Benefit Determinations from RCS), per the County of Mendocino State MHP Agreement requirements, within the timeframe set forth in 42 C.F.R. section 438.404(c). A copy of every NOABD issued shall be provided to COUNTY. NOABDs shall be provided to the COUNTY monthly. COUNTY shall maintain NOABD logs.
2. CONTRACTOR shall collaborate with COUNTY to act as the Point of Authorization (POA) for Specialty Mental Health Services for beneficiaries. At the same time, COUNTY shall retain authority as the official POA for all (MCHC, MCYP, AHM/RQMC, RCS, and Tapestry) mental health services and shall have the right to review, audit, and deny services based on County of Mendocino State MHP Agreement requirements. All denials shall be reviewed with CONTRACTOR. CONTRACTOR has the right to appeal decisions to the Behavioral Health Director or designee.
  3. All TARS and SARs will be reviewed by a licensed clinician and submitted to COUNTY within the state mandated time frame.

#### H. Utilization Management & Review

1. CONTRACTOR shall provide utilization review of the activities listed below. CONTRACTOR shall monitor and measure System Performance on a monthly basis, as evidenced by monthly Utilization Management reports, to include, but not be limited to, the following:
  - a. Inpatient hospitalizations (MCHC, MCYP, AHM/RQMC, RCS, and Tapestry)
  - b. Timely access to outpatient and psychiatric services (MCHC, MCYP, AHM/RQMC, RCS, and Tapestry)
  - c. No shows (MCHC, MCYP, AHM/RQMC, RCS, and Tapestry)
  - d. Client outcomes (MCHC, MCYP, AHM/RQMC, RCS, and Tapestry)
  - e. Client satisfaction (MCHC, MCYP, and Tapestry) at least twice per year.
2. CONTRACTOR shall track patterns, trends, outlier data, and monitor post care outcomes to assess effectiveness of care and services (MCHC, MCYP, AHM/RQMC, RCS, and Tapestry). This information shall be provided to COUNTY and reported at Utilization Management meetings monthly.
3. CONTRACTOR shall participate in COUNTY Utilization Management meetings and provide to COUNTY all requested information and data for each meeting (MCHC, MCYP, AHM/RQMC, RCS, and Tapestry).

CONTRACTOR shall provide data for the whole system, but shall only represent MCHC, MCYP, and Tapestry at this meeting.

4. CONTRACTOR and COUNTY shall conduct performance-monitoring activities throughout MCHC, MCYP, and Tapestry provider operations. These activities shall include, but are not limited to, client system outcomes, credentialing, and monitoring.
5. Utilization Management Definitions:
  - a. Utilization Management (UM) defined as ongoing monitoring of anticipated number of clients and services relative to available services; tracking under and over utilization of services; review of appropriateness, efficiency, accessibility, and necessity of services provided; ensuring appropriate access and actively eliminating barriers to access; review performance outcomes to ensure performance indicators show improvement of beneficiaries; and monitor data over time for trends, outliers, and outcome data for continuous system improvement.
  - b. Provider Performance defined as evaluating performance of individual providers related to metrics captured including but not limited to client outcomes, timeliness metrics, and quality metrics.
  - c. Client Services defined as Specialty Mental Health and Mental Health Services Act services provided directly to beneficiaries for the purpose of reducing symptoms contributing to medical necessity, coordinating care towards ensuring the least restrictive necessary level of care is utilized, and clients are transitioned with warm hand offs throughout the specialty and non specialty mental health system as appropriate. Services will include those listed in each individual service.
  - d. Risk Management defined as activities intended to prevent Medi-Cal fraud, waste, and/or abuse and including but not limited to activities such as site certification, monitoring provider credentialing and exclusion lists; monitoring network adequacy to ensure timely access to care, and addressing quality concern issues or other corrective action processes.
  - e. Quality of Care defined as timely, effective, client driven, least restrictive, medically necessary, care where outcomes are monitored for opportunities for improvement to ensure benefit to the beneficiary and concerns and complaints are responded to in order to address opportunities for improvement in care.
  - f. Utilization Review defined as retrospective review of actual number of clients and services relative to anticipated; tracking under and over utilization of services; review of appropriateness, efficiency, accessibility, and necessity of services provided; ensuring appropriate access and actively eliminating barriers to access; review performance outcomes to ensure performance indicators show improvement of beneficiaries; and monitor data over time for

trends, outliers, and outcome data for ongoing system improvement.

- II. Transition Plan. CONTRACTOR shall work with the COUNTY regarding the successful transition of the Administrative Services Organization model.
  - A. COUNTY and CONTRACTOR will meet prior to June 30, 2024, to confirm all deliverables, as outlined in the table below, have been completed and submitted to the COUNTY.
  - B. The activities identified in the following chart shall be completed by the termination of this Agreement.

Area of Focus	Deliverable	Contact	Documentation Needed	Timeline
<b>Access</b>	Weekly Multi Agency Coalition (MAC) Meeting minutes. Begin transitioning providers to self-management with a quarterly meeting, and as needed, with BHRS by 4 <sup>th</sup> quarter.	Robin Harris (Quality Assurance & Performance Improvement Unit)	Meeting Minutes Meeting attendance sheets Meeting schedule	June 30, 2024
	Provider and BHRS Consultation On Call Support transition to provider self management utilizing BHRS quarterly meetings for consultation by the beginning of 4 <sup>th</sup> quarter.	Robin Harris (Quality Assurance & Performance Improvement Unit)	Consultation tracking log	April 30, 2024
<b>Billing</b>	Out Of County Placement: Physician Fees will transition to BHRS early in 2024.	Navin Bhandari (Quality Assurance & Performance Improvement Unit)	Copy of all contracts Copies of all checks paid under these contracts Medi-Cal Billing forms- Health Insurance Claim Form	February 28, 2024
	System wide billing review and processing	Mai Pane & Martin Kaye (Fiscal Unit)	Policy & Procedure of current Invoice Review & Processing	January 1, 2024
	All Outstanding Billing issues - Opening paperwork: UMDAP (Universal Method to Determine Ability to Pay form) and Diagnosis/Periodic Update form (DPU)	Mai Pane (Fiscal Unit)	UMDAP Diagnosis/Periodic Update	July 15, 2024
	Monthly Billing Invoices: July 2023 – June 2024	Mai Pane (Fiscal Unit)	Invoices	August 15, 2024
	Current Open client list by subcontractor.	Mai Pane (Fiscal Unit)	Open Client List	August 15, 2024

Area of Focus	Deliverable	Contact	Documentation Needed	Timeline
	Any additional documents requested by Auditor or BHRS	Mai Pane (Fiscal Unit)	Any additional documents requested by Auditor or BHRS	August 15, 2024
<b>Care Coordination</b>	Administration Service Organization Meetings will transition to quarterly provider meetings, with additional meetings as needed. Support providers in what to expect in this meeting.	Dustin Thompson (Admin Unit)	N/A	June 30, 2024
	Assertive Community Treatment Daily Meeting- ASO to transition providers to shared facilitation, establishing an agenda template and rotating facilitators. BHRS shall attend approximately weekly and additionally as needed for integrity of model.	Cliff Landis & Ian Winter, Karen Lovato as needed	Agenda Template Draft facilitation rotation	June 30, 2024
	Provider Burnout Weekly Support Groups/Incident debriefings will transition to provider led groups on a schedule that makes sense for each provider. Topics that require BHRS consultation will be brought to quarterly BHRS provider meetings.	Agency Providers	Schedule of meetings with attendance sheets  Incident reports as arise  ASO will draft a transition plan and provide status reports for transition	April 30, 2024
	Clinical Guidance Weekly Groups will transition to provider led groups on a schedule that makes sense for each provider. Topics that require BHRS consultation will be brought to quarterly BHRS provider meetings.	Agency Providers	ASO will draft a transition plan and provide status reports for transition	April 30, 2024
	LPS/PC/Out of County Placement Meeting- BHRS facilitates this meeting. ASO will support transition to RCS	Navin Bhandari (Public)	Transition status report	June 30, 2024

Area of Focus	Deliverable	Contact	Documentation Needed	Timeline
	attendance (or relevant supported housing providers).	Conservator Unit)		
	Clinical Directors Meeting will transition to provider led groups on a schedule that makes sense for each provider. Multi Agency clinical discussion will transition to be incorporated into quarterly provider meetings with BHRS, with High Utilizer discussions or additional meetings called as needed.	Agency Providers & Quarterly BHRS meeting	Transition status report	April 30, 2024
	MHSA/FSP Monthly Provider Meeting- BHRS hosts a monthly MHSA meeting. ASO will transition MHSA/FSP concerns to this meeting. Providers will transition to initiating concerns through the agenda scheduling monthly.	Karen Lovato, Rena Ford (MHSA Unit)	ASO will provide a list of topics discussed in FSP meetings to BHRS for use in scheduling monthly MHSA meetings	June 30, 2024
	Supported Housing Meeting- meeting will transition from weekly to monthly meeting with BHRS facilitating. Providers currently attend, but ASO will support any agency not attending that are appropriate to attend	Karen Lovato, Katie Smallcomb, Dan Twyman (MHSA & Mobile Units)	Transition status report	June 30, 2024
	Youth MDT- this meeting is facilitated by CWS. Providers serving clients scheduled will attend and request time on the high utilizer meeting as needed. BHRS also attends this meeting as able.	N/A, Notify Cliff Landis if unable to attn	Transition status report	June 30, 2024
	APS MDT- this meeting is facilitated by APS. Providers serving clients scheduled will attend and request time on	N/A, Notify Katerina Smallcomb if	Transition status report	June 30, 2024

Area of Focus	Deliverable	Contact	Documentation Needed	Timeline
	the high utilizer meeting as needed. BHRS also attends this meeting as able.	unable to attend		
	Chief's Meeting- This meeting is facilitated by law enforcement. RCS Crisis and Mobile Crisis will attend and request time on the high utilizer meeting as needed.	N/A, Notify Katerina Smallcomb if unable to attend	Transition status report	June 30, 2024
	High Utilizer Meeting- BHRS will maintain space for a monthly high utilizer meeting. Providers that would like to discuss potential LPS referrals, or other challenging client concerns will schedule time with BHRS during this meeting slot.	Karen Lovato, Navin Bhandari	Providers attending with ASO beginning May 2024	May 1, 2024
	Level of Care Transition Meetings- Routine meetings- ASO will communicate history of these meetings to BHRS and provide needed documentation for BHRS to transition facilitation	Karen Lovato, Jenine Miller	Schedule of existing meetings Meeting Minutes, attendance sheets Entities these meetings occur with	June 30, 2024
<b>Data Reports</b>	Access Logs	Robin Harris (QAPI Unit)	Monthly report Training status report	June 30, 2024
	Data Dashboard	Robin Harris (QAPI Unit)	Quarterly Report Training status report	June 30, 2024
	Capacity Tracking	Robin Harris (QAPI Unit)	Monthly report Training status report	June 30, 2024
	Tracking of clients served through the system	Robin Harris (QAPI Unit)	Quarterly and as needed Training status report	June 30, 2024

Area of Focus	Deliverable	Contact	Documentation Needed	Timeline
	Cost per Beneficiary Report	Robin Harris (QAPI Unit)	Quarterly Training status report	June 30, 2024
	Custom reports such as SQL, BOS, BHAB, and/or BHRS Ad hoc requests	Dustin Thompson (Admin Unit)	Monthly Training status report	June 30, 2024
	MHSA Data Tracking/Reporting	Karen Lovato, Rena Ford (MHSA Unit)	At least monthly report Training status report	June 30, 2024
	PIP data	Robin Harris (QAPI Unit)	At least monthly report/meeting Training status report	June 30, 2024
	NOABD	Robin Harris (QAPI Unit)	Monthly report Training status report	June 30, 2024
	Transition of Data reports to Service providers to produce and submit to BHRS. Transition will include training of all provider agencies, and submission of training documentation to BHRS.	Contract DA (Admin Unit)	Training dates with sign in sheets and any training materials or other evidence of training	June 30, 2024
<b>EHR</b>	EXYM Management- ASO will complete Background Changes, IT, Submission of help tickets, etc. for providers and will communicate routinely with BHRS on status of transition.	Mai Pane, Marty Kaye, (Billing & Fiscal Unit)	Monthly report of status	June 30, 2024
	ASO will continue to be point of contact for trouble shooting and billing questions between providers and BHRS.	Mai Pane, Marty Kaye, (Billing & Fiscal Unit)	Tracking log for questions	June 30, 2024

Area of Focus	Deliverable	Contact	Documentation Needed	Timeline
	ASO will work with BHRS on developing internal milestones to transition files between EXYM and AVATAR. ALL client records will be transitioned to BHRS EHR. If the transition is not successful by June 30, 2024, CONTRACTOR must provide a complete export of all EHRs from EXYM.	Tony Lemus, Navin Bhandari (EHR Unit)	Develop milestones for transition of EHR and associated documents; If transition is not successful by June 30, 2024, a complete export of all EHRs from EXYM;	January 1, 2024
<b>FSP</b>	All FSP documentation completed and transitioned to being fully submitted by providers. Individual Supported Services Plans for all FSP clients. FSP data complete, current, and submitted.	Karen Lovato, Rena Ford (MHSA Unit)	Comprehensive document transfer for all FSPs; all PAF, 3M, KET, and ISSP documentations for all FSP clients served in the past year. Any additional documents requested by Auditor or BHRS  Copies of all invoices associated with FSP expenditures	January 1, 2024
	MHSA Audit Documentation. Any outstanding contract lists, quarterly reports, or Full Service partnership documents from years prior to FY 22-23. Any additional documents requested by Auditor or BHRS	Karen Lovato, Rena Ford (MHSA Unit)	Any outstanding contract lists, quarterly reports, or Full Service partnership documents from years prior to FY 22-23. Any additional documents requested by Auditor or BHRS	January 1, 2024
	Evidence of training	Karen Lovato, Rena Ford (MHSA Unit)	List of all ASO and subcontractor training lists, including staff trained. Highlight any culturally specific training	January 1, 2024
	MHSA CSS- Full Expenditure Detail report by CSS program for any outstanding years through FY 23/24	Mai Pane, Michele Acevedo	Expenditure Report with detail Any additional documents requested by Auditor or BHRS	August 15, 2024

Area of Focus	Deliverable	Contact	Documentation Needed	Timeline
	MHSA CSS Invoices to back up Expenditures that are insured for any outstanding years through FY 23/24	Mai Pane, Michele Acevedo	Invoice and supporting documentation back up Any additional documents requested by Auditor or BHRS	August 15, 2024
QAPI	Provider Chart Review	(QAPI Unit)	Chart review sheets	June 30, 2024
	CalAIM Chart Review-ensuring required primary documents	Robin Harris, Navin Bhandari (QAPI Unit)	Chart review sheets	June 30, 2024
	Audit documentation including all logs, reports, and other evidence necessary for Annual, Triennial, and incidental audits. Any additional documents requested by Auditor or BHRS		Access/Crisis Logs Timeliness to Authorization Outpatient TAR log Timeliness to Authorization Hospitalization Reports No Show Reports non psychiatrist MHP standards for Clinicians Average No Show for psychiatrist Monthly Provider Medical Suspension Ineligible List Office of Inspector General National Provider Identifier License/Certification Limitation System for Award Management checks Current Credential information	August 15, 2024

Area of Focus	Deliverable	Contact	Documentation Needed	Timeline
			<p>List of staff members during FY 22-23 to FY 23-24</p> <p>Documentation of Training, outreach including sign in sheets, handouts, fliers, and agendas</p> <p>Any additional documents requested by Auditor or BHRS</p>	
<b>POA/TAR</b>	Transition Hospital TAR to Medication Management	Robin Harris, Navin Bhandari (QAPI Unit)	<p>Status reports of transition</p> <p>Notification to BHRS when transition is complete</p>	June 30, 2024
<b>Utilization Management &amp; Review</b>	Network Adequacy Certification Tool (NACT) Data Collection, Review, & Timelines. ASO will train service providers to be capable of submitting their own NACT data and supporting documentation	Colleen Gorman, (Compliance Unit)	<p>Full System NACT documents and supporting documentation</p> <p>Training dates with sign in sheets of which providers were trained</p> <p>Transition to providers for initial test submissions</p>	<p>June 30, 2024</p> <p>June 30, 2024</p> <p>March 31, 2023</p>
	Concurrent Hospital Reviews transition.		<p>Status reports of transition</p> <p>Notification to BHRS when transition is complete</p>	June 30, 2024
<b>Cost Reports</b>	Completed Cost Report Template Excel forms for ASO and all Subcontractors for FY 13-14 to FY 19-20 additional documentation as requested by Auditors or BHRS.	Mai Pane, Marty Kaye, (Billing & Fiscal Unit)	<p>Cost Report Excel Template</p> <p>Supporting documentation</p> <p>Any additional documents requested by Auditor or BHRS</p>	August 15, 2024

Area of Focus	Deliverable	Contact	Documentation Needed	Timeline
	FY 20-21 General Ledgers, Published Rate Sheets, Units of Service reports	Mai Pane, Marty Kaye, (Billing & Fiscal Unit)	General Ledger Published Rate Sheet Unit of Service Report  Additional documentation requested by Auditor or BHRS	August 15, 2024
	FY 21-22 Cost Report Summary, General Ledger, General Ledger detail, Units of Service reports, Fee For Service breakdown for Units of Service.	Mai Pane, Marty Kaye, (Billing & Fiscal Unit)	Cost Report Summary General Ledger Unit of Service Report  Fee for Service Breakdown for Units of Service  Additional documentation requested by Auditor or BHRS	August 15, 2024
	22-23 with back-up documentation, (Invoices, Worksheets, Profit and Loss with Assets and Liabilities, Depreciation Schedule of facilities and equipment associated with Mendocino Contract)	Mai Pane, Marty Kaye, (Billing & Fiscal Unit)	Invoices, Worksheets, Profit and Loss Assets and liabilities, Depreciation Schedule of facilities and equipment	August 15, 2024
	Any additional documents requested by Auditor or BHRS	Mai Pane, Marty Kaye, (Billing & Fiscal Unit)	Any additional documents requested by Auditor or BHRS	August 15, 2024

III. Communication Plan.

CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.

IV. CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by COUNTY, CONTRACTOR with 5% or more direct or indirect ownership interest shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Disclosure of Ownership & Control Interest" (Attachment 1) with COUNTY disclosing CONTRACTOR's or such other person's financial interests. Additionally, a background check, including fingerprinting, may be required for said persons if it is determined there is a "high" risk to the Medi-Cal program. Furthermore, CONTRACTOR shall ensure that all subcontracts include the Disclosure of Ownership requirement, and that Disclosure of Ownership Forms will be submitted directly to the COUNTY.

V. CONTRACTOR Notification of Breach or Improper Disclosures

The State Contract requires COUNTY to notify the state of any breach or improper disclosure of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). CONTRACTOR shall, immediately upon discovery of a breach or improper disclosure of privacy and/or security of PII and/or PHI by CONTRACTOR, notify COUNTY of such breach or improper disclosure by telephone and either email or facsimile. In accordance with 45 CFR, upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the agreement between COUNTY and the CONTRACTOR, COUNTY shall:

- A. Provide an opportunity for the CONTRACTOR to cure the breach or end the violation and terminate the agreement if the CONTRACTOR does not cure the breach or end the violation within the time specified by the Department; or immediately terminate the agreement if the CONTRACTOR has breached a material term of the agreement and cure is not possible.
- B. In the event that the State Contract requires COUNTY to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, CONTRACTOR shall pay on COUNTY's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR.

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

COUNTY shall reimburse CONTRACTOR for Administrative Services, Utilization Review Services, Quality Assurance and Performance Improvement Services required for the appropriate administration of the County of Mendocino Mental Health Plan (MHP) Agreement with the State of California, as defined in the Definition of Services, Exhibit A. COUNTY shall also reimburse CONTRACTOR for inpatient psychiatric hospitalizations, physician fees, and foster youth placements mental health services cost.

- I. CONTRACTOR shall provide the following services:
  - A. Data, billing, E.H.R., access, FSP, POA / TARS, QA, UR, Training, Care Coordination, and transition plan, as directed by the Mendocino County Behavioral Health Director and in compliance with the County of Mendocino MHP Agreement with the State of California.
- II. CONTRACTOR shall ensure providers meet the following standards for billing specialty mental health Medi-Cal:
  - A. Billing for services shall be completed as per instructions in the DHCS Mental Health Services Division Medi-Cal Billing Manual, and the Mendocino County Mental Health Policy and Procedure, "Claims Processing and Payment to contract provider under the Mental Health Medi-Cal Managed Care Plan".
  - B. In no event shall COUNTY be obligated to pay for any Short-Doyle/Medi-Cal claims, where payment has been denied, disallowed by State or Federal authorities. Should such denials or disallowances occur, COUNTY may, at their discretion, deduct the value of the disallowances from future payments to subcontractors.
  - C. In no event shall COUNTY be obligated to pay providers for any Short-Doyle/Medi-Cal claims for clients with other coverage where provider has not billed for reimbursement or denial of benefits in accordance with coordination of coverage requirements. Coordination of Benefits (COB) information shall be provided to COUNTY at the time of submission, or the claim will be denied. Per California Welfare and Institutions Code Section 14124.795, all other forms of coverage must pay their portion of a claim before Medi-Cal pays its portion. Medi-Cal is always the payer of last resort.
  - D. Services provided to clients eligible for benefits under both Medicare (Federal) and Medi-Cal (CA) plans must be billed and adjudicated by Medicare before the claim can be submitted to COUNTY. Claims for reimbursement of Medicare-eligible services performed by Medicare-certified providers in a Medicare-certified facility must be submitted to Medicare before being submitted to Medi-Cal. Medicare Coordination of Benefits (COB) information shall be provided to COUNTY at the time of submission or the claim will be denied. The following

specialty mental health services do not require Medicare COB as specified in Information Notices 09-09 and 10-11: T1017 Targeted Case Management, H2011 Crisis Intervention, H2013 Psychiatric Health Facility, H2012 Day Treatment Intensive / Day Rehabilitation H2019 Therapeutic Behavioral Services, 0101 Inpatient Hospitalization Administrative Day Services, S5145 Therapeutic Foster Care Services.

- E. Services billed by providers must adhere to the rates and classifications outlined in their respective contracts.
- F. Some clients may have what is known as Medi-Cal Share of Cost (SOC). The SOC is similar to a deductible based on the fact that the client must meet a specified dollar amount for medical expenses before the COUNTY will pay claims for services provided over and above the amount of the SOC in that month. The SOC is usually determined by the County Department of Social Services and is based upon the client or family income.

III. Compensation payable to CONTRACTOR shall be dependent on CONTRACTOR compliance with all requirements of the County of Mendocino MHP Agreement with the State of California; direction(s) from the Behavioral Health Director and all policies, procedures, letters, and notices of the County of Mendocino and/or the California DHCS.

COUNTY shall pay CONTACTOR a fee for meeting deliverables in the following areas, as outlined in the chart below, in an amount not to exceed Seven Hundred Thousand One Hundred Forty-Two Dollars (\$700,142) for FY 2023 – 24.

With respect to the Transition of Administrative Services and monthly invoiced amounts regarding the same, CONTRACTOR shall be paid only to the extent the requested deliverables in Exhibit A Section II. have been received by COUNTY and the Director of Behavioral Health & Recovery Services determines deliverables are satisfactory. Invoicing pertaining to the Transition of Administrative Services shall include a summary of all completed and non-completed deliverables and shall be submitted no later than twenty (20) working days following month of occurrence. Failure to submit invoices within this time period shall result in a fifteen (15%) reduction in the monthly payment for Transition of Administrative Services otherwise payable to CONTRACTOR.

IV. Payment Terms:

July 1, 2023 – December 31, 2023 - Contractual Obligations

<b>Deliverable Category</b>	<b>Total Allocation</b>	<b>Maximum Monthly Allocation</b>
Access	\$ 50,000.00	\$ 8,333.33
Billing	\$ 25,000.00	\$ 4,166.67

Care Coord.	\$ 62,500.00	\$ 10,416.67
Data	\$ 75,000.00	\$ 12,500.00
E.H.R.	\$ 15,000.00	\$ 2,500.00
FSP	\$ 50,000.00	\$ 8,333.33
POA / TARS	\$ 37,500.00	\$ 6,250.00
QA	\$ 100,000.00	\$ 16,666.67
Training	\$ 27,500.00	\$ 4,583.33
Transition	\$ 37,500.00	\$ 6,250.00
UR	\$ 20,000.00	\$ 3,333.33

January 1, 2024 – June 30, 2024 - Transition of Administrative Services

Staffing Position	FTE	Monthly Cost
Clinical Oversight	1.10	\$11,000
Data Coordination/PQI UR Review	1.75	\$ 8,073
HR/Fiscal	.40	<u>\$ 2,941</u>
<b>Total Wages:</b>		\$22,014
<b>Benefits:</b>		<u>\$ 4,623</u>
<b>Total Wages and Benefits:</b>		\$26,637
<b>Operating Expenses</b>		
Copier Contract	\$ 200	

<b>Dues &amp; Subscriptions</b>	\$ 350	
<b>Electronic Health Record</b>	\$ 500	
<b>Facility</b>	\$2,400	
<b>Insurance</b>	\$ 375	
<b>Misc. Administration</b>	\$ 395	
<b>Office Supplies</b>	\$ 200	
<b>Professional Fees</b>	\$1,650	
<b>Telephone/Internet/ IT</b>	\$ 650	
	<b>Total Operating Expenses:</b>	\$ 6,720
	<b>Maximum Monthly Allocation:</b>	\$33,357

<b>Transition Period</b>	<b>Maximum Monthly</b>	<b>Maximum Total</b>
<b>July 1, 2023 - December 31, 2023</b>	\$83,333.33	\$500,000.00
<b>January 1, 2024 – June 30, 2024</b>	\$33,357.00	\$200,142.00
	<b>Grand Total</b>	\$700,142.00

CONTRACTOR shall submit a monthly invoice to COUNTY detailing the work that they completed in the respective month to meet the above deliverables. The determination of whether CONTRACTOR meet a specific deliverable in a given month shall reside with the Director of Behavioral Health. Should it be determined that CONTRACTOR failed to meet one or more deliverable(s), a reduction amount in

the Maximum Monthly Allocation will be made at the discretion of the Director of Behavioral Health.

For inpatient psychiatric hospitalizations, physician fees, and youth placements mental health services, COUNTY shall reimburse CONTRACTOR for allowable costs of inpatient psychiatric hospitalizations, physician fees, and youth placements mental health services, not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000). Reimbursement shall be based on actual claims for inpatient psychiatric hospitalization, physician fees, and youth placements. CONTRACTOR shall submit copies of placement invoicing along with CONTRACTOR's invoice.

- V. CONTRACTOR shall submit Specialty Mental Health Services claims to COUNTY on behalf of providers in HIPAA compliant electronic files or other COUNTY approved form as expeditiously as possible. For in-county providers, claims are due no later than sixty (60) days after the end of the month during which services were rendered (i.e., billing for services rendered in July are due no later than September 30). For out-of-county providers, claims are due no later than ninety (90) days after the end of the month during which services were rendered.
- VI. Claims submitted by CONTRACTOR in excess of one hundred fifty (150) days from date of service must be accompanied with justification (i.e., explanation of benefits) for the late submission or services may be denied. Late claims will be reviewed with the Behavioral Health Director and Behavioral Health Fiscal Manager for approval regarding late submission. COUNTY is aware that some services may require a late submission. If CONTRACTOR and Behavioral Health Fiscal Manager are unable to come to an agreement regarding late submission, the Behavioral Health Director shall make the final determination as to whether payment is to be remitted to CONTRACTOR. If late submission is not approved, CONTRACTOR shall be responsible for payment to any providers owed reimbursement for services subject to such late billing.
- VII. COUNTY is responsible for the submission of Specialty Mental Health Services received from the providers for Short-Doyle/Medi-Cal services to the State. All services that do not meet medical necessity and are not sufficient to achieve the purpose for which the services are furnished, shall be disallowed. COUNTY shall be reimbursed by providers for the total claimed amount of all services disallowed (by State and/or County) audit and/or review, within thirty (30) days of the notice of disallowance.
  - A. CONTRACTOR shall submit to COUNTY, the following documents:
    - 1. Monthly – by the 10<sup>th</sup> of the month, the previous month's Invoices related to Specialty Mental Health Services.
    - 2. End of Year, by August 15<sup>th</sup> General Ledger Expenditure Reports that details placement cost.
    - 3. Quarterly Expenditure Summary Actual Reports
  - B. Quarterly Reporting Schedule:
    - 1. October 31, 2023

2. January 31, 2024
3. April 30, 2024
4. July 31, 2024

C. If CONTRACTOR is out of compliance with the monthly or quarterly report submissions, CONTRACTOR agrees that funds to be distributed under the terms of this agreement shall be withheld until such time as CONTRACTOR submits acceptable monthly or quarterly documents.

VIII. CONTRACTOR shall comply with all requirements of the County of Mendocino MHP Agreement with the State of California; direction(s) from the Behavioral Health Director and all policies, procedures, letters, and notices of the County of Mendocino and/or the California DHCS.

IX. CONTRACTOR is responsible for the submission of final claims reconciliation of all providers for FY 2023-24 no later than August 15, 2024.

X. The compensation payable to CONTRACTOR shall be dependent on CONTRACTOR satisfying all components of this Agreement, the County of Mendocino MHP Agreement with the State of California, and all direction from the Behavioral Health Director.

XI. The compensation payable to CONTRACTOR for Specialty Mental Health Services and Indigent Mental Health Services (which services are addressed in the Definition of Services, Exhibit A) shall not exceed Two Million Two Hundred Thousand One Hundred Forty-Two Dollars (\$2,200,142) for the term of this Agreement.

[END OF PAYMENT TERMS]