



**MENDOCINO COUNTY BEHAVIORAL
HEALTH ADVISORY BOARD**

**REGULAR MEETING
AGENDA**

**July 18, 2018
10:00 a.m. to 2:00 p.m.**

**Public Health Building, Conference Room 1, 1120 S. Dora St. Ukiah
and by live video conferencing
Seaside Room, 778 S. Franklin St., Fort Bragg**

Chairperson
JAN MCGOURTY

Vice Chair
EMILY STRACHAN

Secretary
DINA ORTIZ

Treasurer
CATHY HARPE

BOS Supervisor
GEORGEANNE
CROSKEY

1ST DISTRICT:
DENISE GORNY
JAN MCGOURTY
LOIS LOCKART

2ND DISTRICT:
CATHY HARPE
DINA ORTIZ
MICHELLE RICH

3RD DISTRICT:
MEEKA FERRETTA
AMY BUCKINGHAM
VACANT

4TH DISTRICT:
EMILY STRACHAN
TAMMY LOWE
VACANT

5TH DISTRICT:
PATRICK PEKIN
MARTIN MARTINEZ
FLINDA BEHRINGER

OUR MISSION: "To be committed to consumers, their families, and the delivery of quality care with the goals of recovery, human dignity, and the opportunity for individuals to meet their full potential."

Item	Agenda Item / Description	Action
1. 5 minutes	Call to Order, Roll Call, & Quorum Notice Approve Agenda:	Board Action:
2. 10 minutes	Minutes of June 20, 2018 BHAB Regular Meeting: <i>Discussion and Approval (Handout)</i>	Board Action:
3. 15 minutes (Maximum)	Public Comments: <i>Members of the public wishing to make comments to the BHAB will be recognized at this time.</i>	Board Action:
4. 20 minutes	Board Reports: <i>Discussion and Possible Action</i> A. BOS Supervisor Croskey: B. Chair: I. BOS Presentation C. Secretary: D. Treasurer: E. Membership Committee: <i>Applicants</i> F. BHAB Training Opportunities: <i>CALBHBC training August 25th in Redding</i> G. Other:	Discussion and Possible Action:
5. 20 minutes	BHAB Committee Reports: A. By-Laws Committee: <i>(Members Martinez & Ferretta)</i> B. Flow Chart Committee: <i>(Members Strachan & Pekin)</i> C. Dual Diagnosis Committee: <i>(Members Lowe & Ortiz)</i> D. Project Follow-up Committee: <i>(Members Behringer & Gorny)</i> E. Stepping Up/CIT Committee: <i>(Members McGourty, Harpe & Rich)</i>	Discussion and Possible Action:

6. 20 minutes	Contract Review: <i>County Contract with Redwood Quality Management Company</i> A. Adult Services Contract Exhibits A & B: B. Medication Management Contract Exhibits A & B:	Discussion and Possible Action:														
7. 15 minutes	Mendocino County Report: <i>Jenine Miller, Psy. D., BHRS Director</i> A. See Director Report: <i>(attached in the Agenda Packet)</i> B. Fiscal Reports: <i>Handout</i>	Discussion and Possible Action:														
8. 15 minutes	RQMC Report: <i>Tim Schraeder, CEO</i> A. Data Sheet: <i>(Handout)</i> B. Services Update :	Discussion and Possible Action:														
9. 30 minutes	Public Hearing on MHSA Three Year Plan - Annual Update: <i>Review and Discussion</i>	Board Action:														
12:30 to 1:00 Lunch Break																
10. 25 minutes	Guest Speaker: <i>Lieutenant John Bednar, Mendocino County Jail - Discussion of changes at the Jail</i>	Discussion and Possible Action:														
11. 30 minutes	Guest Speaker: <i>Dr. J Holden, Clinical Psychologist - Reporting on the Misdemeanor Competency Restoration at the Jail</i>	Discussion and Possible Action:														
12. 5 minutes	Adjournment: A. Future Agenda Items: Next Meeting: August 15, 2018 - Point Arena															
Agenda Item Handouts:																
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><i>BHAB Agenda - July 18, 2018</i></td> <td style="width: 50%; border: none;"><i>BHRS Department Report</i></td> </tr> <tr> <td style="border: none;"><i>BHAB Draft Regular Meeting Minutes – June 20, 2018</i></td> <td style="border: none;"><i>RQMC Director’s Report</i></td> </tr> <tr> <td style="border: none;"><i>BHAB Finance Reports</i></td> <td style="border: none;"><i>ASSIST Training Flier</i></td> </tr> <tr> <td style="border: none;"><i>Contracts - Exhibits A & B</i></td> <td style="border: none;"><i>CALBHCC Training Flier</i></td> </tr> <tr> <td style="border: none;"><i>MHSA Three Year Plan - Annual Update</i></td> <td style="border: none;"><i>Draft By-Laws Updates</i></td> </tr> <tr> <td style="border: none;"><i>Dr. J Holden, Report</i></td> <td style="border: none;"><i>BHAB BOS Presentation</i></td> </tr> <tr> <td style="border: none;"><i>Stepping Up/CIT Recommendations to BOS</i></td> <td style="border: none;"><i>Meeting Location Maps</i></td> </tr> </table>			<i>BHAB Agenda - July 18, 2018</i>	<i>BHRS Department Report</i>	<i>BHAB Draft Regular Meeting Minutes – June 20, 2018</i>	<i>RQMC Director’s Report</i>	<i>BHAB Finance Reports</i>	<i>ASSIST Training Flier</i>	<i>Contracts - Exhibits A & B</i>	<i>CALBHCC Training Flier</i>	<i>MHSA Three Year Plan - Annual Update</i>	<i>Draft By-Laws Updates</i>	<i>Dr. J Holden, Report</i>	<i>BHAB BOS Presentation</i>	<i>Stepping Up/CIT Recommendations to BOS</i>	<i>Meeting Location Maps</i>
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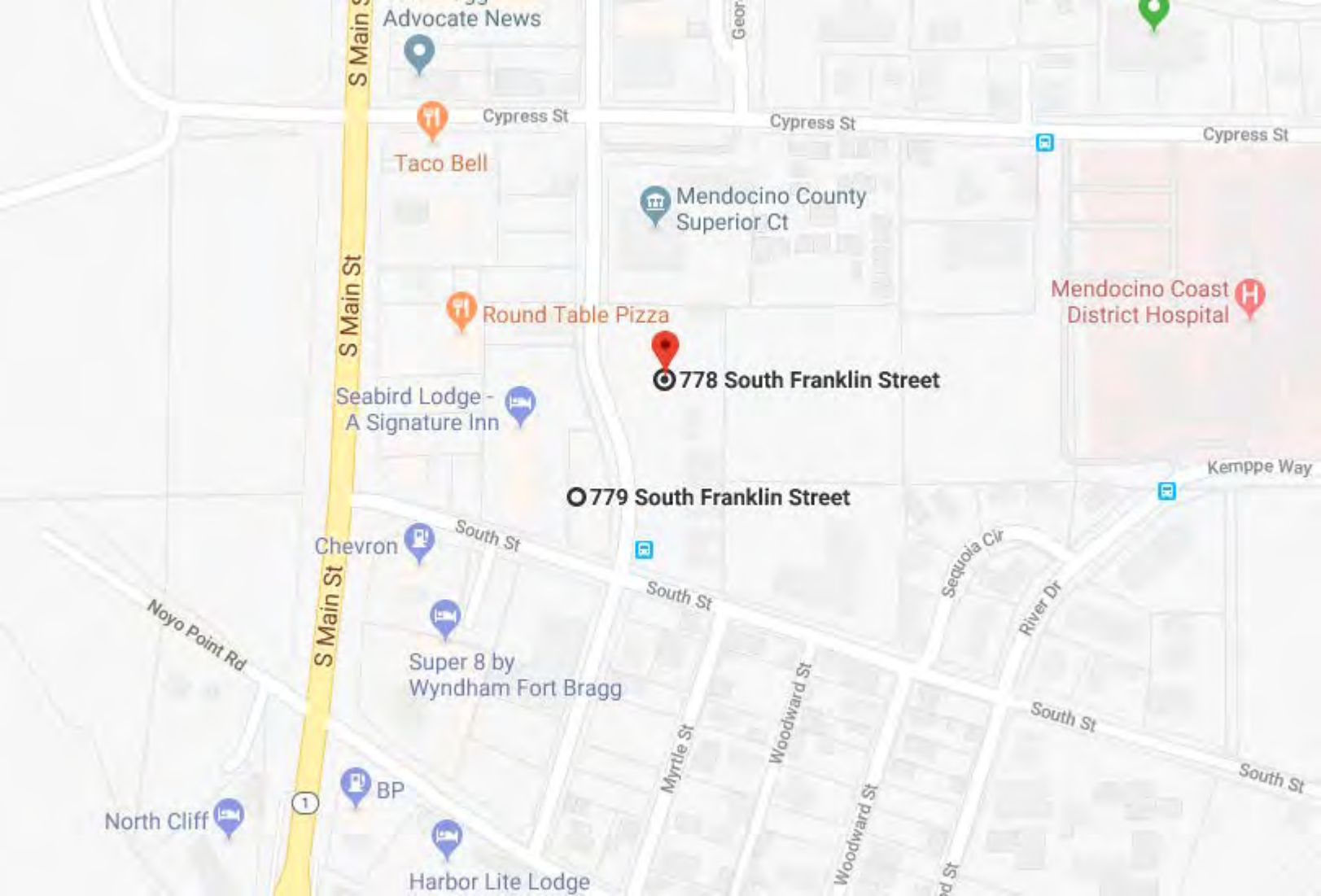
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Mendocino County Behavioral Health Board complies with ADA requirements and upon request will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government code Section 54953.2) Anyone requiring reasonable accommodations to participate in the meeting should contact the Mendocino County Mental Health’s Administrative Office by calling (707) 472-2310 at least five days prior to the meeting.

CONTACT INFORMATION: PHONE: (707) 472-2310 FAX: (707) 472-2331

BHAB EMAIL THE BOARD: bhboard@mendocinocounty.org

WEBSITE: <https://www.mendocinocounty.org/government/health-and-human-services-agency/mental-health-services/mental-health-board>



S Main St

Advocate News

Cypress St

Cypress St

Cypress St

Taco Bell

Mendocino County Superior Ct

Mendocino Coast District Hospital

Round Table Pizza

778 South Franklin Street

Seabird Lodge - A Signature Inn

779 South Franklin Street

Kemppe Way

Chevron

South St

South St

Sequoia Cir

River Dr

Noyo Point Rd

Super 8 by Wyndham Fort Bragg

South St

Woodward St

South St

South St

BP

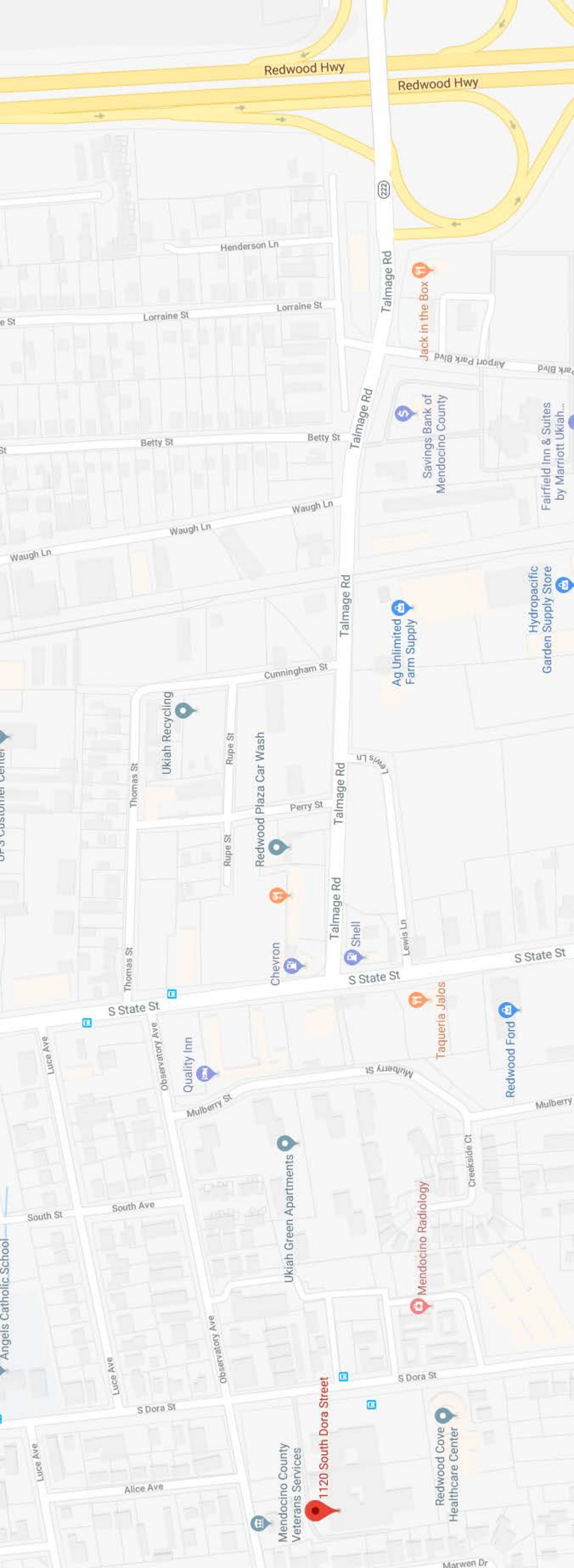
North Cliff

Harbor Lite Lodge

Myrtle St

Woodward St

Woodward St



Redwood Hwy

Redwood Hwy

Henderson Ln

Lorraine St

Lorraine St

Betty St

Betty St

Waugh Ln

Waugh Ln

Cunningham St

Ukiah Recycling

Rupe St

Redwood Plaza Car Wash

Perry St

Chevron

Shell

Ag Unlimited Farm Supply

Savings Bank of Mendocino County

Hydro Pacific Garden Supply Store

Fairfield Inn & Suites by Marriott Ukiah...

Thomas St

Talmage Rd

S State St

S State St

Quality Inn

Taqueria Jalos

Redwood Ford

Ukiah Green Apartments

Mendocino Radiology

1120 South Dora Street

Mendocino County Veterans Services

Redwood Cove Healthcare Center

Observatory Ave

Mulberry St

Mulberry St

Creekside Ct

Luce Ave

Observatory Ave

S Dora St

S Dora St

Alice Ave

Marwen Dr



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HEALTH ADVISORY BOARD**

**REGULAR MEETING
MINUTES**

**June 20, 2018
10:00 a.m. to 2:00 p.m.**

**Boonville Veterans' Hall Building
14400 Highway 128, Boonville**

Chairperson
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Vice Chair
EMILY STRACHAN

Secretary
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Item	Agenda Item / Description	Action
<p>1. 5 minutes</p>	<p>Call to Order, Roll Call, & Quorum Notice Approve Agenda:</p> <ul style="list-style-type: none"> Meeting called to order by Vice Chair Strachan at 10:12 A.M. Roll call by Treasurer Harpe. Vice Chair Strachan announce a Quorum was met. Members Present: Harpe, Ortiz, Strachan, Behringer, Rich, Lockart, Martinez, Ferretta, Pekin, and Supervisor Groskey. 	
<p>2. 10 minutes</p>	<p>Minutes of May 16, 2018 BHAB Regular Meeting: Discussion and Approval (Handout)</p> <ul style="list-style-type: none"> Minutes approved as written. 	<p>Board Action: Motion made by Treasurer Harpe, seconded by Member Pekin to approve the BHAB May 16, 2018 meeting minutes as written; passed with a unanimous yay vote by members present.</p>
<p>3. 15 minutes (Maximum)</p>	<p>Public Comments: <i>Members of the public wishing to make comments to the BHAB will be recognized at this time.</i></p> <p>A. Joe Ayres presented a letter to the BHAB members regarding his request to have the board write a letter. This is in response to the information he gave the board last November regarding the miss treatment of special needs people. He is requesting the</p>	

	<p>board write a letter that he can pass on to Sheriff Allman. He wants Law Enforcement to get properly trained to deal with special needs people.</p> <ul style="list-style-type: none"> I. Member Lockart commented that Mr. Ayres point is very important. <p>B. Debra Lane, Resource Development & Community Relations for Redwood Coast Medical Services (RCMS) Community Healthcare in Gualala reported on an issue with a client. RCMS had a client that came to RCMS for care; the client was in crisis and needed care that RCMS could not provide.</p> <ul style="list-style-type: none"> I. RCMS tried to call MOPS to come help with the client, the number they called came back as voice mail was full. II. Ms. Lane requested to meet with County BHRS and RQMC to work out the problems. <p>C. Gregory K. Sims, PhD, talked about his observations with people with mental illness, he referenced Tim Schraeder, RQMC CEO as a person he worked with.</p> <ul style="list-style-type: none"> I. Mr. Sims wants to be on the BHAB Agenda for July 18, 2018 to do a presentation regarding a curriculum he's been working on for people with mental illness, called Adaptive Daily Living Through Growing the Seeds of Personal Peacefulness. II. Mr. Sims would like for the curriculum to be used in Mendocino County. 	
<p>4. 20 minutes</p>	<p>Board Reports: Discussion and Possible Action</p> <p>A. BOS Supervisor Croskey:</p> <ul style="list-style-type: none"> I. Supervisor Croskey reminded the board that on July 10, 2018 the BOS will be discussion the interactions between BOS and BHAB, and if the By-Laws update is ready at that time they could be discussed at that time. II. Discussion of the CIT funding, Supervisor Croskey stated she didn't fight to have the CIT funds placed back in the budget as the overall budget is very tight. She stated that there needs to be a strongly identified lead on the Stepping UP program. <ul style="list-style-type: none"> a. BHRS Director Miller commented that the lead that Anne Molgaard, COO referred to was regarding setting up the CIT training. b. Member Rich commented that it seems like a chicken and egg situation that needs to be worked on but won't have funding until decisions are made. c. Treasurer Harpe commented that it should be built into the Deputy's job description to have the CIT training annually. d. BHRS Director Miller commented that BHRS has not given up on trying to get a Stepping Up program going. At this time, BHRS Director Miller, Katie Ford from Probation, and BHAB Chair McGourty are working together to move forward with Stepping Up. Chair McGourty has contacted Kim Turner with the Court; Ms. Turner is on board with Stepping Up. BHRS Director 	

	<p>Miller commented there is a lot that can be done without funding at this time.</p> <ul style="list-style-type: none"> e. After discussion a motion was made to have Stepping Up a standing item on the BHAB agenda. <p>III. BOS Supervisor Croskey commented on the Juvenile Hall possibly being closed due to lack of funding. BOS voted to keep it open for another six months.</p> <ul style="list-style-type: none"> a. Member Lockart made a point that BOS needs to keep the Juvenile Hall open as we need it to help the next generation. <p>B. Chair:</p> <ul style="list-style-type: none"> I. Chair McGourty was not available to report. <p>C. Secretary:</p> <ul style="list-style-type: none"> I. Secretary Ortiz had a complaint about location of this meeting as it was very hard to find, she requested a map be included with the agenda packets for meeting locations. <ul style="list-style-type: none"> a. BHRS Director Miller stated there will a map for location of meeting added to agenda packet for future meetings. <p>D. Treasurer:</p> <ul style="list-style-type: none"> I. Discussion of where the funding for BHAB budget comes from. <ul style="list-style-type: none"> a. BHRS Director Miller commented that the BHAB budget comes out of BHRS funds. b. Member Martinez commented that the board needs to spend all the money in their budget. c. Discussion of what the board can do with their budget. II. Member Martinez thinks BHAB should be looking at why the BHRS vacant positions are not being filled to do the jobs that need to be done. <ul style="list-style-type: none"> a. Member Martinez commented that BOS needs to look at hiring staff as a priority. <p>E. Membership Committee: <i>Applicants</i></p> <ul style="list-style-type: none"> I. Vice Chair Strachan and Member Ferretta interviewed Amy Buckingham as a prospective BHAB member. <ul style="list-style-type: none"> a. Supervisor Croskey has already put Ms. Buckingham on the BOS agenda and she has been approved to be on BHAB. b. Vice Chair Strachan will call Ms. Buckingham to attend the next meeting and to get in touch with Supervisor Croskey to get sworn in. c. BHAB members voted to recommend Ms. Buckingham to BOS. II. Discussion of getting more consumers on BHAB. <ul style="list-style-type: none"> a. Secretary Ortiz recommended the board members go to places that consumers are and advocate for them to join. <ul style="list-style-type: none"> i. Wynd Novotny, Manzanita Director suggested the board reach out to Raven Price regarding consumers that may be ready to have their voices heard. Ms. Price may be able to talk to some clients to see if they are interested. ii. Ms. Novotny will take the information to Ms. Price 	<p>Board Action: Motion was made by Treasurer Harpe, seconded by Member Pekin to have Stepping Up/CIT be a standing item on the BHAB agenda; passed with a unanimous yay vote by members present.</p> <p>Motion made by Vice Chair Strachan, seconded by Member Rich to recommend Amy Buckingham to be appointed by BOS to be a BHAB member; passed with a unanimous yay vote by members present.</p>
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	<p>but suggests the board contact Ms. Price.</p> <ul style="list-style-type: none"> iii. Treasurer Harpe stated she will reach out to Ms. Price. iv. Ms. Novotny suggested for the Willits area Twana Jamison as a good contact for consumers. <p>F. BHAB Training Opportunities: <i>June 22nd to 23rd in Los Angeles and August 25th in Redding</i></p> <ul style="list-style-type: none"> a. Flinda will be going to the LA training. b. No members spoke up about going to the Redding training. <p>G. Other: None</p>	
<p>5. 20 minutes</p>	<p>BHAB Committee Reports:</p> <p>A. By-Laws Committee: <i>(Members Martinez & Ferretta)</i></p> <ul style="list-style-type: none"> I. Member Ferretta presented two versions of a draft update for the By-Laws that Member Martinez helped to create. II. Discussion of which version the members liked better. <ul style="list-style-type: none"> a. Member Lockart commented the language regarding mental health (MH) and substance use disorders treatment (SUDT) should be the same. b. BHRS Director Miller commented that if the term Behavioral Health is used it covers both MH and SUDT. There could be a definition of what Behavioral Health covers. III. Vice Chair Strachan stated the board needs to choose which version the board is going to work from. <ul style="list-style-type: none"> a. Member Ferretta clarified that she did add Behavioral Health covering both MH and SUDT. b. Vice Chair Strachan stated the board's homework for this month is to take the two versions of the draft By-Laws and read them and decide which one they like. It will be revisited at the July 18, 2018 meeting to be voted on. <p>B. Flow Chart Committee: <i>(Members Strachan & Pekin)</i></p> <ul style="list-style-type: none"> I. Member Pekin stated there is nothing new to report. He did clarify what the committee is working on. <ul style="list-style-type: none"> a. The committee has been collecting information to try and figure out where people can go to get services. They are at the point now of deciding the best way to present the information. b. Member Rich commented the Healthy Mendocino is working on the same idea. The Healthy Mendocino committee meets the third Monday of the month at noon. Member Rich will get the meeting information to Member Pekin and Vice Chair Strachan. II. Member Martinez stated the flow chart needs to be specific to each area as each area has different needs and services available. III. Discussion of maybe increasing the BHAB budget for office expenses to cover coping brochures with the flow chart of services. <p>C. Dual Diagnosis Committee: <i>(Members Lowe & Ortiz)</i></p> <ul style="list-style-type: none"> I. Secretary Ortiz commented the committee hasn't done 	<p>Board Action Motion made by Vice Chair Strachan, seconded by Treasurer Harpe to table to July 18, 2018 the vote on the By-Laws draft amendment, to give time for members to review/compare documents: passed with a unanimous yay vote by members present.</p>

	<p>anything. She stated she doesn't know what the committee goal is and is not sure what the board wants them to work on.</p> <ul style="list-style-type: none"> a. More clarification is needed. <p>D. Project Follow-up Committee: <i>(Members Behringer & Gorny)</i></p> <ul style="list-style-type: none"> I. Member Flinda stated nothing new to report. She stated the projects they were looking into are being reported on monthly in the BHRS Director's Report. <p>E. CIT Committee: <i>(Members McGourty, Harpe & Rich)</i></p> <ul style="list-style-type: none"> I. Member Rich commented the committee had met, they are trying to make sure CIT stays on the radar. Committee members have attended BOS meetings to talk about CIT. II. Secretary Ortiz commented she thought there was money set aside for CIT, then heard at the BOS meeting it was no longer set aside. <ul style="list-style-type: none"> a. Supervisor Croskey commented that the funding was in the budget but since it had not been used it was placed back in the Count General Funds. b. BHRS Director Miller clarified, she did some research, the funding was in the BHRS budget for Fiscal Year 2015/2016, but was not in the BHRS budget for Fiscal Year 2017/2018. 	
<p>6. 20 minutes</p>	<p>Mendocino County Report: <i>Jenine Miller, Psy. D., BHRS Director</i></p> <p>A. See Director Report: <i>(attached in the Agenda Packet)</i></p> <ul style="list-style-type: none"> I. BHRS Director Miller commented her report is in the agenda packet, if anyone has questions about the information she will be happy to answer them. <ul style="list-style-type: none"> a. Treasurer Harpe stated, when RQMC took over Medication Management, she didn't think BHAB was kept informed. b. BHRS Director Miller clarified how the transitions happened. c. Discussion of costs and possible savings to the County by having all the services provided by one entity. d. Camille Schraeder, RCS CEO clarified the issue more as to what services are being provided now. <p>B. Fiscal Reports: <i>Handout</i></p> <ul style="list-style-type: none"> I. No follow up discussion regarding fiscal reports. 	<p>Discussion and Possible Action:</p>
<p>7. 20 minutes</p>	<p>RQMC Report: <i>Camille Schraeder, RQMC CFO</i></p> <p>A. Data Sheet: <i>(Handout) Camille did a brief overview of the data sheet.</i></p> <ul style="list-style-type: none"> I. Camille Schraeder, RQMC CFO stated Tim Schraeder, RQMC CEO apologizes to the board for not submitting a director report this month. <p>B. Services Update :</p> <ul style="list-style-type: none"> I. Comments regarding the three upcoming audits. II. Discussion of client no shows for Medication Management Services. <ul style="list-style-type: none"> a. Ms. Schraeder stated they have created a socialization time for clients to encourage clients to show up for their 	<p>Discussion and Possible Action:</p>

	<p>Medication Management appointments. The clients can come hang out at the office, there's coffee and TV available or they can socialize with other clients waiting until the psychiatrist can see them.</p> <p>III. Discussion of the various billing, Medi-Cal, Medicare, Indigent, and Private Insurance. RQMC is currently working on getting on Private Insurance systems so they can take and bill for clients with Private Insurance.</p> <p>a. BHRS Director Miller clarified how the billing works, if a client has Medi-Cal and Medicare they can't bill for services unless the provider is certified to bill for both systems.</p>	
<p>8. 30 minutes</p>	<p>MHSA Three Year Plan - Annual Update: Review and Discussion</p> <p>A. OOC Deputy Director Karen Lovato will take notes to integrate the board's comments and corrections into the MHSA Three Year Plan- Annual Update. With the board's approval she will make the changes and put the plan out for public comment. Should the board not approve for public comment it will be brought back next month with the changes for the board's approval before going to public comment.</p> <p>I. Discussion of the input from the MHSA Reversion Plan from BOS, there will be dollar amounts added in the MHSA Three-Year Plan.</p> <p>II. OOC Deputy Director Karen Lovato explained that every three years the County creates a new MHSA Plan, each year between they do an update for that year.</p> <p>III. OOC Deputy Director Karen Lovato briefly reviewed the plan and explained the changes and why the changes were made.</p> <p>a. She stated the demographic, housing and survey information was changed to reflect the most current information.</p> <p>b. There were additions to some of the funding for this year and some additional programs were funded.</p> <p>c. Discussion of the funding being provided for the Café Training program at the Mendocino Coast Hospitality Center (MCHC) in Fort Bragg.</p> <p>d. Camille Schraeder, RCS CEO will look into when MCHC will be getting the program going.</p> <p>IV. OOC Deputy Director Karen Lovato explained the two innovation projects the County is trying to get started as not only service project but will include a social interaction component.</p> <p>a. OOC Deputy Director Karen Lovato explained what the Oversight and Accountability Commission (OAC) is looking for in new innovations projects. The OAC is looking for innovative projects using technology.</p> <p>V. Member Martinez asked if there is an emergency plan included in the Three-Year Plan.</p> <p>a. OOC Deputy Director Karen Lovato stated that</p>	<p>Board Action: Motion by Treasurer Harpe, seconded by Member Behringer to have OOC Class Deputy Director Lovato make the recommended corrections and changes to the MHSA Three-Year Plan Annual Update for FY 2018/2019 and put forward for Public Comment; passed with eight yay votes and one nay vote.</p>

	<p>emergency innovation project may be something to look at in the future. She stated there are other funded programs that will step in to help in an emergency.</p> <p>VI. Member Martinez commented that there are a lot of numbers on services in the MHSA Plan but nothing to show the amount of people that are not getting services.</p> <p>VII. Discussion of whether or not the vote to approve the MHSA Three-Year Plan Annual Update should be today or if the Plan will have to come back next month.</p> <p>a. BHAB members voted to approve the plan with corrections.</p>	
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12:30 to 1:00 Lunch Break

<p>9. 15 minutes</p>	<p>Site Visit - Old Howard Hospital Building: <i>Discussion of last month's tour by BHAB Members</i></p> <p>A. Discussion of the tour BHAB members did of the Old Howard Hospital building in Willits last month.</p> <p>I. Vice Chair Strachan stated she didn't like the Feng Shui of the building, it felt old and dysfunctional. She didn't like the driveway being so steep; she didn't leave with a good feeling.</p> <p>II. Member Ferretta commented she felt the same way as Vice Chair Strachan, but after talking to someone else they commented that the building Feng Shui wasn't important as it depended on the staff which changed her impression of using the building.</p> <p>III. Treasurer Harpe had the same feeling that the building felt old and gloomy, but she is all for having a mental health facility locally.</p> <p>IV. Discussion of the plans and the cost to redesign the Old Howard Hospital building to meet the criteria for a psych facility.</p> <p>V. Secretary Ortiz is all for using the building as she thinks it's a good location.</p> <p>VI. Member Behringer is opposed to using that large of a building as there is no way to fill all the beds.</p> <p>VII. Member Rich is not a fan of redesigning the building, but thinks it is centrally located in the County.</p> <p>B. Willits City Councilman Larry Stranske stated that the people of Willits and the neighbors of the Old Howard Hospital building are really opposed to the building being used for a psych facility; it is close to four schools. They are also opposed to having it fenced as it is something that people traveling through the community will see.</p> <p>I. Member Ferretta asked Councilman Stranske for clarification of his comments; she wanted to know if this is about not having a facility in Willits or just not at that location.</p> <p>II. Treasurer Harpe commented that just because someone has a mental illness doesn't mean they are dangerous.</p> <p>III. Supervisor Croskey commented she lives in Willits and is not concerned with her children walking past the building</p>	<p>Discussion and Possible Action:</p>
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	<p>after school.</p> <p>IV. Councilman Stranske stated that as a small city they don't have the budget for more police and fireman they think it will require to have plans for the facility to go forward.</p>	
<p>10. 40 minutes</p>	<p>Contract Review: County Contract with Redwood Quality Management Company</p> <p>A. Adult Services Contract Exhibits A & B:</p> <p>I. Member Rich asked if the documents provided in the BHAB Agenda Packet is a completed contract or where it is in process.</p> <p>a. BHRS Director Miller stated this is a completed contract; it was approved by BOS and will go into effect as of July 1, 2018. She explained the contract is for RQMC Adults.</p> <p>b. She explained the information the members were given show what the County has to hold the contractor to and the regulations from the State.</p> <p>II. BHRS Director Miller reviewed the reporting process that the Administrative Services Organization (ASO), in this case RQMC, has to meet so the County can report to the State. The County has to justify all the funds spent in a Cost Report to the State.</p> <p>III. Secretary Ortiz commented that BHAB members should have seen the contract before it went to BOS.</p> <p>IV. Member Lockart stated she thinks the only way BHAB members will understand the contracts is to lock themselves in a room with BHRS Director Miller and Ms. Schraeder.</p> <p>V. Vice Chair Strachan would like to have the time to read the contract then ask questions.</p> <p>VI. Ms. Schraeder reviewed part of the contract, walking through the items. She stated any realignment or MHSA funds left over at the end of the contracted year goes back to the County.</p> <p>a. BHRS Director Miller stated the County and the ASO are constantly looking at the regulations to make sure the County, ASO, and subcontractors stay in compliance. There have been several changes in requirements over the last year.</p> <p>B. Medication Management Contract Exhibits A & B:</p> <p>I. Did not get into discussion of this contract.</p> <p>C. By consensus the members will hold over any further discussion of the contract until they can take time to read it thoroughly. They will discuss at the July 18, 2018 meeting.</p>	<p>Discussion and Possible Action:</p>
<p>11. 5 minutes</p>	<p>Adjournment: Meeting adjourned at 1:58 P.M by Vice Chair Strachan</p> <p>Next Meeting: July 18, 2018 - Ukiah and live video conferencing to Fort Bragg</p>	

Agenda Item Handouts:

BHAB Agenda - June 20, 2018
BHAB Draft Regular Meeting Minutes – May 16, 2018
BHAB Finance Reports
CALBHBC Summer News Letter
Member Applicant Information - Amy Buckingham
MHSA Three Year Plan - Annual Update

BHRS Department Report
RQMC Data Dashboard
RQMC Quarterly Report
CALBHBC Letter
Contracts - Exhibits A & B
Draft By-Laws Updates

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Mendocino County Behavioral Health Board complies with ADA requirements and upon request will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government code Section 54953.2) Anyone requiring reasonable accommodations to participate in the meeting should contact the Mendocino County Mental Health's Administrative Office by calling (707) 472-2310 at least five days prior to the meeting.

Emily Strachan, BHAB Vice Chair

Date

Carolyn Peckham, BHRS Administrative Secretary

Date

CONTACT INFORMATION: PHONE: (707) 472-2310 FAX: (707) 472-2331

BHAB EMAIL THE BOARD: bhboard@mendocinocounty.org

WEBSITE: <https://www.mendocinocounty.org/bhab>

PRESENTATION TO BOS 7/11/2018

I. Membership

- A. New Members:
 - 1. *Michelle Rich, District 2 (Supervisor McCowan)*
 - 2. *Amy Buckingham, District 3 (Supervisor Croskey)*
- B. Vacancies
 - 1. *District 3 (1)*
 - 2. *District 4 (1)*

II. 2018 Committees

- A. Bylaws - Include SUDT
- B. Flow Chart of Mental Health Services
- C. Dual Diagnosis Research
- D. Crisis Intervention Training

III. Recommendations to BOS - What is status?

- A. From Annual Report
 - 1. ***Housing: Establish a credit clearing site through social services for rental applications.*** *One of the hardships that poorer people endure is the cost of applying for a place to live. Each property management company requires a credit search fee with the application for each residence, and sometimes for each individual to be living in that residence. These fees are not refundable, do not guarantee acceptance, and quickly add up and impose upon people's limited income.*
 - 2. ***Crisis: Install prefabricated units for 5150 holds in coordination with the hospitals.*** *With the passage of Measure B, funds will be available for a permanent mental health facility, but this will take significant time for implementation. Smaller temporary units such as those utilized by Grass Valley could be installed in Fort Bragg, Willits and Ukiah with less funding and would provide immediate care while the long-term solution is being implemented. An added benefit would be that each of the three major population centers with hospitals would see emergency room relief and the County would have the opportunity to experience the stresses and needs of a longer-term facility in terms of staffing and usage*
 - 3. ***Crisis: Create and clarify a process for individuals returning from a 5150 hold at an out-of-county psychiatric facility that will be followed up by receiving staff.*** *There is often confusion when an individual returns from a psychiatric facility regarding transportation, medications, and case management. Sometimes people will be dropped off on street corners with no medication and no contact with mental health professionals regarding follow-up care. All patients should be released with documentation, medication, and a destination with waiting mental health care.*

- B. March meeting (See Attached)

IV. **BHAB Concerns**

- A. Lack of communication within county government
 - 1. *Our experience is symptomatic (and not related to our relationship with the BHRS)*
 - 2. *Need for policy/procedures for distributing information to other agencies and public.*
- B. Lack of support for the BHRS department
 - 1. *Five audits this month. Impossible to proceed with Stepping-Up work, etc.*
 - 2. *Short-staffed. Concern over burn out*
 - 3. *Need method to train young, capable employees to take on more responsibility.*
- C. Lack of Training for Law Enforcement, First Responders, and Jail personnel
 - 1. *Trying for four years to incorporate appropriate training re. Mental Health*
 - 2. *Continual pushback suggests cultural bias within agencies*
 - 3. *Historical examples of county needs, i.e. suspects shot first, questions later*
- D. Lack of psychiatrists
 - 1. *Medi-Cal patients have access through County/RQMC services*
 - 2. *Private pay have limited resources, crisis is Teledoc*
 - 3. *Lack of psychiatrists = lack of diagnosis = lack of treatment = incarceration/suicide*
- E. Stepping-Up
- F. MHSA Oversight & Accountability Commission at State level
 - 1. *Innovation Plan Process - approval required by OAC*
 - a. *Long time to approve local plans because of extended staff review*
 - b. *Monies jeopardized by reversion*
 - c. *No database for completed projects to assess & compare past plans for success/failure/creativity*
 - 2. *Structurally defective*
 - a. *Spending time on legislative policy instead of prescribed duties*
 - b. *No independent oversight*
 - c. *No bylaws*
 - d. *No term limits for commissioners*
 - e. *Heavily weighted toward larger counties and their interests (75% large/L.A.: 0% small counties)*
 - f. *Short notice of meeting venues/changes (less than 30 days)*
 - g. *AB 2287, SB 688, sb 1458 and SB 1004 would give even more power and money to OAC that could affect our county.*





MENDOCINO COUNTY
BEHAVIORAL HEALTH ADVISORY BOARD
1120 S. Dora Street ♦ Ukiah, CA 95482

RECOMMENDATION to the BOARD of SUPERVISORS:

The Mendocino County Behavioral Health Advisory Board strongly recommends that the Board of Supervisors direct staff to implement Crisis Intervention Training (CIT) for all law enforcement officers in Mendocino County. CIT is a nationally recognized training program that has demonstrated benefits to both law enforcement officers and the people they interact with daily. The money has been sitting in the *Stepping-Up* allocation for three years to provide this training, yet for various reasons it hasn't been used.

The Behavioral Health Board believes it is imperative for law enforcement officers (and first responders) to receive training related to interactions with people with mental illness, substance abuse disorders, and developmental disorders. CIT training teaches conflict resolution and de-escalation techniques for potentially dangerous situations and is highly regarded in reducing stigma and, most importantly, decreasing needless injuries including death, to all. The model best suited for our county would be to train local trainers in the full program who could then be contracted for service as required by agencies within Mendocino County.

We don't need a new building to provide education and training. We need action and cooperation. Your support is now needed to ensure CIT is available and provided to all Mendocino County law enforcement officers. The Behavioral Health Advisory Board recommends CIT be implemented by the end of this year.

**Passed by Behavioral Health Advisory Board
at the regular meeting on March 21, 2018**



Mendocino County Behavioral Health and Recovery Services
Behavioral Health Advisory Board Budget
FY 18/19
July 6, 2018

ORG	OBJ	ACCOUNT DESCRIPTION	AMOUNT	COMMENT
MHB	862080	FOOD	1,800.00	
		FOOD Total	\$1,800.00	
MHB	862150	MEMBERSHIPS	\$600.00	
		MEMBERSHIPS TOTAL	\$600.00	
MHB	862170	OFFICE EXPENSE	500.00	
		OFFICE EXPENSE Total	\$500.00	
MHB	862210	RNTS & LEASES BLD GRD	30.00	
		RNTS & LEASES BLD GRD Total	\$30.00	
MHB	862250	TRNSPRTATION & TRAVEL	5,800.00	
		TRNSPRTATION & TRAVEL Total	\$5,800.00	
MHB	862253	TRAVEL & TRSP OUT OF COUNTY	2,770.00	
		TRAVEL & TRSP OUT OF COUNTY Total	\$2,770.00	
		Grand Total	\$11,500.00	

Mendocino County Behavioral Health and Recovery Services
 Behavioral Health Advisory Board General Ledger
 FY 17/18
 July 6, 2018



ORG	OBJ	ACCOUNT DESCRIPTION	YR/PER/JNL	EFF DATE	AMOUNT	INVOICE #	CHECK #	VENDOR NAME	COMMENT
MHB	862080	FOOD	2018/02/000452	08/17/2017	85.96	85006 072217	4266285	SAFEWAY	ACCT 85006
MHB	862080	FOOD	2018/03/000117	09/07/2017	134.81	081917	4267352	SAFEWAY	ACCT 85006
MHB	862080	FOOD	2018/03/000527	09/14/2017	43.23	01201709071326	4268149	SAVE MART SUPER	TRD-4030
MHB	862080	FOOD	2018/03/000743	09/21/2017	41.18	07201709200826	4268881	SAVE MART SUPER	TRD-4030
MHB	862080	FOOD	2018/04/000504	10/13/2017	164.40			SUPER CHAV59180.0009/20/20	
MHB	862080	FOOD	2018/06/000194	12/07/2017	86.09	85006 11-11-17	4272720	SAFEWAY	85006
MHB	862080	FOOD	2017/07/000129	01/05/2018	47.98	85006 120917	4274324	SAFEWAY	ACCT 85006
MHB	862080	FOOD	2018/08/000887	01/25/2018	90.00	85006 010618	4275534	SAFEWAY	ACCT 85006
MHB	862080	FOOD	2018/08/000847	02/12/2018	89.89	20318	4277416	SAFEWAY	ACCT 85006
MHB	862080	FOOD	2018/09/000194	03/29/2018	77.28	30318	4279526	SAFEWAY	ACCT 85006
MHB	862080	FOOD	2018/10/000875	04/26/2018	104.46	85006 033118	4281269	SAFEWAY	ACCT 85006
MHB	862080	FOOD	2018/11/000583	05/17/2018	147.90	85006 042818	4281269	SAFEWAY	ACCT 85006
MHB	862080	FOOD	2018/12/001248	06/28/2018	75.01	52618	4285306	SAFEWAY	ACCT 85006
FOOD Total					\$1,188.19				
MHB	862150	MEMBERSHIPS	2018/07/000224	01/05/2018	\$600.00	DUES 17/18	4274428	CALHB/C	MEMBERSHIP JUL 17-JUN 18
MEMBERSHIPS TOTAL					\$600.00				
MHB	862170	OFFICE EXPENSE	2018/02/000934	08/24/2017	31.08	6210070673	4267084	VERITIV EXPRESS	13199PC031
MHB	862170	OFFICE EXPENSE	2018/04/000816	10/18/2017	154.33	1100759	4270200	FISHMAN SUPPLY COMP	15368.17
MHB	862170	OFFICE EXPENSE	2018/05/001343	11/30/2017	32.40	6210072289	4272804	VERITIV EXPRESS	131995PC031
MHB	862170	OFFICE EXPENSE	2018/06/000323	12/07/2017	219.57	1107910	4273014	FISHMAN SUPPLY COMP	15368.17
MHB	862170	OFFICE EXPENSE	2018/08/000592	02/08/2018	32.48	6210073803	4277012	VERITIV EXPRESS	131995PC031
MHB	862170	OFFICE EXPENSE	2018/10/001228	04/30/2018	5.43				COR ORG AMAZON PCARD
MHB	862170	OFFICE EXPENSE	2018/10/001229	04/30/2018	92.31				COR ORG AMAZON PCARD
MHB	862170	OFFICE EXPENSE	2018/11/001241	05/24/2018	33.81	1134600	4283269	FISHMAN SUPPLY COMP	15368.17
OFFICE EXPENSE Total					\$601.41				
MHB	862210	RNTS & LEASES BLD GRD			\$0.00				
RNTS & LEASES BLD GRD Total					\$0.00				
MHB	862250	TRNSPRATION & TRAVEL	2018/02/000017	08/03/2017	54.57	7/19/2017	4265488	STRACHAN EMILY	BHAB MTG MILEAGE FY17/1
MHB	862250	TRNSPRATION & TRAVEL	2018/02/000017	08/03/2017	95.98	7/19/2017	4265294	HANDLEY MARGIE	BHAB MTG MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/02/000017	08/03/2017	68.87	7/19/17	4265285	GASTON KATE C	BHAB MTG MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/02/000447	08/10/2017	69.02	7/19/17	4266105	HARPE CATHY	BHAB MTG 7/19/17 MI
MHB	862250	TRNSPRATION & TRAVEL	2018/02/000447	08/10/2017	91.49	7/19/17	4266169	MCGOURTY JAN	BHAB MTG 7/19/17 MI
MHB	862250	TRNSPRATION & TRAVEL	2018/02/000447	08/10/2017	79.18	8/1/17	4266169	MCGOURTY JAN	BHAB MTG 8/1/17 MI
MHB	862250	TRNSPRATION & TRAVEL	2018/03/000145	09/07/2017	80.26	7/19/17	4267269	MARTINEZ MARTIN D	BHAB MEETING MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/03/000145	09/07/2017	25.68	7/19/17	4267301	O'SULLIVAN MAUREEN	BHAB MEETING MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/03/000145	09/07/2017	48.15	8/16/17	4267378	STRACHAN EMILY	LOCAL 8/16/17
MHB	862250	TRNSPRATION & TRAVEL	2018/04/000062	10/05/2017	64.42	9/8,9/20/17	4269100	HANDLEY MARGIE	BHAB MTGS MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/04/000062	10/05/2017	77.04	9/20/17	4269251	STRACHAN EMILY	BHAB MTG MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/05/000024	11/02/2017	159.43	8/16-10/18/17	4270627	GASTON KATE C	BHAB MEETINGS MI
MHB	862250	TRNSPRATION & TRAVEL	2018/05/000024	11/02/2017	67.20	10/18/17	4270639	HARPE CATHY	BHAB MEETING MI
MHB	862250	TRNSPRATION & TRAVEL	2018/05/000024	11/02/2017	18.19	9/20/17	4270639	HARPE CATHY	BHAB MEETING MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/05/000024	11/02/2017	68.48	10/18/17	4270770	STRACHAN EMILY	BHAB MEETING MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/05/001110	11/16/2017	42.80	10/18/17	4271913	MARTINEZ MARTIN D	BHAB MTG MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/05/001110	11/16/2017	57.25	10/18/17	4271918	MCGOURTY JAN	BHAB MTG MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/05/001343	11/30/2017	28.89	11/15/17	4272504	HANDLEY MARGIE	BHAB MEETING MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/06/000323	12/07/2017	74.90	11/15/17	4273293	STRACHAN EMILY	BHAB MEETING MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/06/000571	12/14/2017	74.90	9/20/17	4273390	BEHRINGER FLUNDA	BHAB MTG MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/06/000571	12/14/2017	81.32	11/15/17	4273390	BEHRINGER FLUNDA	BHAB MTG MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/07/000990	01/19/2018	67.41	12/20/2017	4275563	STRACHAN EMILY	BHAB MTG MILEAGE



Behavioral Health Advisory Board General Ledger
 FY 17/18
 July 6, 2018

ORG	OBJ	ACCOUNT DESCRIPTION	YR/PER/JNL	EFF DATE	AMOUNT	INVOICE #	CHECK #	VENDOR NAME	COMMENT
MHB	862250	TRNSPRATION & TRAVEL	2018/09/000088	03/01/2018	68.02	2/21/2018	4277514	BEHRINGER FLINDA	BHAB MTG MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/09/000088	03/01/2018	54.18	2/21/18	4277664	LOWE TAMMY	LOCAL 2/21/18
MHB	862250	TRNSPRATION & TRAVEL	2018/09/000088	03/01/2018	59.95	2/21/18	4277790	STRACHAN EMILY	BHAB MTG MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/08/000826	03/15/2018	64.04	2/21/18	4278950	MCGOURTY JAN	BHAB MTG & TRNG MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/10/000602	04/12/2018	14.18	3/21/18	4280494	BEHRINGER FLINDA	BHAB MTG MILEAG
MHB	862250	TRNSPRATION & TRAVEL	2018/11/000023	05/03/2018	70.85	4/18/18	4281526	MARTINEZ MARTIN D	BHAB MEETING MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/11/000023	05/03/2018	85.02	4/18/18	4281629	STRACHAN EMILY	BHAB MEETING MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/11/000292	05/03/2018	80.88	4/18/18	4281936	MCGOURTY JAN	BHAB MTG MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/11/000890	05/17/2018	66.50	4/25/18	4282690	BEHRINGER FLINDA	BHAB MEETING MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/11/000890	05/17/2018	99.19	4/18/18	4282690	BEHRINGER FLINDA	BHAB MEETING MILEAGE
MHB	862250	TRNSPRATION & TRAVEL	2018/12/000164	06/01/2018	44.69	5/16/18	4283845	STRACHAN EMILY	BHAB MTG MILEAGE
		TRNSPRATION & TRAVEL Total			\$2,202.93				
MHB	862253	TRAVEL & TRSP OUT OF COUNTY	2018/02/000447	08/10/2017	356.28	7/26-7/27/17	4266169	MCGOURTY JAN	SAC OAC MEETING
MHB	862253	TRAVEL & TRSP OUT OF COUNTY	2018/10/000340	04/05/2018	277.50	1/24-1/26/18	4280245	MCGOURTY JAN	MATHER/WOODLAND OAC/CBPHPC
		TRAVEL & TRSP OUT OF COUNTY Total			\$633.78				
		Grand Total			\$5,226.31				



Behavioral Health Advisory Board General Ledger
 FY 17/18
 July 6, 2018

ORG	OBJ	ACCOUNT DESCRIPTION	YR/PER/JNL	EFF DATE	AMOUNT	INVOICE #	CHECK #	VENDOR NAME	COMMENT
Summary of Budget for FY 17/18									
	OBJ	ACCOUNT DESCRIPTION	Budget Amount	YTD Exp	Remaining Budget				
	862060	Communications	200.00	0.00	200.00				
	862080	Food	1,800.00	1,188.19	611.81				
	862150	Memberships	0.00	600.00	-600.00				
	862170	Office Expense	300.00	601.41	-301.41				
	862210	Rents & Leases Bld	30.00	0.00	30.00				
	862250	In County Travel	5,870.00	2,202.93	3,667.07				
	862253	Out of County Travel	3,300.00	633.78	2,666.22				
		Total Budget	\$11,500.00	\$5,226.31	\$6,273.69				

Local Mental/Behavioral Health Boards and Commissions Small County Training

Date and Time

Saturday, August 25, 2018 - Registration 9:00 am
Training 9:30 am to 3:00 pm

Training Location

Shasta County Library
1100 Parkview Ave
Redding, CA 96001

Who Should Participate

Local behavioral health board/commission members from small counties. We ask that each board or commission send a team of 3-4 people, preferably including the Chair, to the training. CIBHS will reimburse travel expenses for all the team members to attend, though carpooling is encouraged. Please contact Gerilyn Walcott at gwalcott@cibhs.org to let us know who will be participating from your local Board or Commission.

Registration

You can register online when you click on this link:
<https://cibhs.networkofcare4elearning.org/EventDetail.aspx?pld=796&OrgId=223>

Cost

Free (registration required)

Hotel Accommodations

If you need overnight accommodations, please contact the Comfort Inn to make your reservation. We will reimburse the cost of the room when you submit your receipt for your stay. Here is the link:

<https://www.choicehotels.com/california/redding/comfort-inn-hotels/ca894?source=gyxt>

Training Description

The morning session (10:00 am - 12:30 pm) will briefly cover the roles and responsibilities of the board and focus on the development of an action plan for the board to meet those roles and responsibilities. Each Board/Commission will leave the training with an action plan for the coming year with up to 5 objectives. The trainer will be available for "consultation" as needed after the session.

The afternoon session (1:00 pm - 3:00 pm) will focus on how to develop and sustain an effective board. Participants will learn about evaluating their own Board/Commission and learn some strategies to address the issues that the participants identify. The session will also provide information about meeting rules, how to make a motion, how to conduct a meeting in compliance with the Brown Act and will address other questions that the participants might have about how to develop an effective board.

For more Information

Questions regarding registration, please contact Gerilyn Walcott at gwalcott@cibhs.org.

If you have any questions regarding the training content, please contact Shoshana Zatz at szatz@cibhs.org.

MENDOCINO COUNTY BEHAVIORAL HEALTH ADVISORY BOARD

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BYLAWS

Article I
NAME

The name of this Board shall be the Mendocino County Mental Health Advisory Board, herein referred to as BHAB.

Article II
AUTHORITY

The authority of the BHAB (acting as a Mental Health Board) is set forth in sections 5604 through 5607 of the California Welfare and Institutions Code (W&I Code) and resolutions of the Mendocino County Board of Supervisors.

Article III
DUTIES

The duties of the Mendocino Behavioral Health Advisory Board shall be as follows:

1. Review and evaluate Mendocino County's (County) Behavioral Health and Recovery Services (BHRS) treatment and prevention needs of mental health and substance use disorder treatment (SUDT), services, facilities and related problems.
2. Review any County agreements entered into pursuant to W&I Code section 5650.
3. Advise the Governing Body, herein after the Mendocino County Board of Supervisors (BOS) and the local BHRS Director, as to any aspect of the local BHRS program.
4. Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.
5. Submit an annual report to the BOS on the needs, challenges, and performance of the County's BHRS and BHRS-contracted services.

6. Review, interview and make recommendations regarding applicants seeking appointment as a BHRS Director prior to appointment by the BOS.
7. Review and comment on the County's performance outcome data and communicate its findings to the California Mental Health Planning Council (CMHPC) and/or other appropriate entities.
8. Assess the impact of realignment of services from the State of California to the County on behavioral health and recovery services, that include mental health and substance use disorders treatment mental health services delivered, to consumers of behavioral health and recovery ~~MH~~ services and the local community.
9. Develop and amend bylaws.
10. Recognize that the BOS can transfer additional duties or authority to the BHAB.
11. Review and submit input on Substance Use Disorder Treatment (SUDT) programs provided by Behavioral Health and Recovery Services, in-order to assist the county services to keep their commitment to providing SUDT services to the residents of Mendocino County. Provide a collaborative process so that current issue can be brought to the attention of the Board of Supervisors' and county Behavioral Health and Recovery Services.

Special Duties in connection with the Mental Services Act shall include but not be limited to:

1. BHAB shall conduct a public hearing on the Mental Health Services Act (MHSA) draft three-year program and expenditure plan and each annual update at the close of each mandated 30-day comment period.
2. The BHAB shall review the (MHSA) adopted plan or update and make recommendations pursuant to W&I Code 5848(b) and W&I Code section 5608.

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Article IV
MEMBERSHIP

SECTION 1.

There shall be 16 members on the BHAB including one representative from the BOS, who serves as a non-voting, ex-officio member who shall not be counted for the purposes of establishing a quorum.

SECTION 2.

Each member of the BOS shall nominate three (3) members to the BHAB. The BHAB will interview and vote to recommend or not to recommend applicants. The Board of Supervisors appoints BHAB members. The Board of Supervisors may appoint anyone to the BHAB who meets the qualifications set forth in the W&I Code and these Bylaws, sections IV.3 and IV.6 whether the BHAB has recommended the person or not.

SECTION 3.

Fifty (50%) of the BHAB membership shall be consumers, or the parents, spouses, siblings, or adult children of consumers, who are receiving or have received mental health services. At least twenty (20%) of the total BHAB membership shall be consumers, and at least twenty (20%) shall be families of consumers. Pursuant to W&I Code Section 5604(a)(1) the BHAB should reflect the ethnic diversity of the client population of the County.

SECTION 4.

In accordance with W&I Code, the term of each member of the BHAB shall be three (3) years. The BOS shall equitably stagger the appointments so that approximately one-third of the appointments expire in each year. Appointed members are eligible to vote at the next regular or special meeting after being sworn in by a County Official. In case of an unscheduled vacancy, a new member shall be appointed to fill the unexpired term of their predecessor and may subsequently apply to be re-appointed to a new three-year term.

SECTION 5.

BHAB members are in good standing unless they have three (3) consecutive absences in a 12-month period. The Chairperson may send written notice to the member of his/her default status. A copy of the notice will be provided to the BOS. Upon receipt of written notice, the defaulting member may re-engage with the BHAB, resign or be terminated by the BOS. A terminated defaulted BHAB member may reapply at any time. The Chairperson may pre-approve a leave of absence for up to three (3) meetings at his/her sole discretion, announced at a Regular or Special meeting.

SECTION 6.

Except as provided in section 3, no appointed member of the BHAB or his/her spouse/domestic partner shall be an employee of the County BHRS, an employee of the Department of California Health Care Services (DCHS)/Mental Health Services Division (MHSD), an employee of a Mendocino County mental health services contractor or their subcontractor, or employee of the State Department of Mental Health, or a paid member of the governing body of a mental health contract agency. However, a consumer of mental health services who has obtained employment with an employer described above and who holds a position in which he/she does not have any interest, influence, or authority over any financial or contractual matter concerning

the employer may be appointed to BHAB. That member shall abstain from voting on any financial or contractual issue concerning his/her employer that may come before BHAB.

Article V

OFFICERS

SECTION 1. OFFICERS

The officers of the BHAB shall be Chairperson, Vice-Chairperson, Secretary, and Treasurer. They shall be elected annually at the Regular or Special meeting in December, to take office immediately.

SECTION 2. EXECUTIVE COMMITTEE

The officers and the Chairpersons of the standing committees shall constitute an Executive Committee. The Chairman may appoint a member-at-large from the membership to serve for a term approved by a majority of the Executive Committee.

SECTION 3. REMOVAL OF OFFICERS

Any officer may be removed from office and relieved of duties by a Majority Vote of the BHAB membership at any regular or special meeting with a quorum in attendance.

SECTION 4. DUTIES

1. CHAIRPERSON

- a. Administer the operation of the BHAB and preside at all meetings
- b. Call special meetings.
- c. Establish committees and appoint committee members to standing and ad hoc committees.
- d. Finalize and forward the Annual Report to the BOS and BHRS directors.
- e. Notify the BOS when vacancies or prolonged absences occur.
- f. Be in regular contact, consultation, and collaboration with the BHRS Director(s).
- g. Prepare and approve the monthly agenda.

VICE-CHAIRPERSON

- a. Act as Chairperson in the absence of the Chairperson.
- b. Monitor and work with the County Executive Office on membership issues.
- c. Other duties as requested by the Chairperson.

SECRETARY

- a. Handle correspondence as directed by the Chairperson.
- b. Establish a Quorum at regular and special meetings.
- c. Prepare and process publicity releases.
- d. Maintain the Policies and Procedures Manual in consultation and with the assistance of the BHRS department and administrative staff.

TREASURER

- a. Monitor any and all funds allocated to and expended by the BHAB.

- b. Report the BHAB's financial status at each regular meeting.
- c. Submit a timely annual BHAB budget request to the Chairperson and the BHRS Director(s) in accordance with W&I Code section 5604.3 and County policy.

SECTION 5. VACANCIES OF OFFICES

Should the office of Chairperson be vacated, the Vice-Chairperson shall assume the Chair for the remainder of the term, or until a special election is approved at a Regular or Special meeting with a Quorum in attendance. Vacancies in other offices shall be filled by appointment of the Chairperson subject to ratification by a Majority Vote of the BHAB membership at a Regular or Special meeting with a Quorum present.

Article VI

MEETINGS

SECTION 1.

1. The annual regular meeting for the BHAB shall be approved by the BHAB.
2. Meetings shall be scheduled in various geographic locations approved by the BHAB.
3. Regular and Special meetings shall be noticed and conducted in accordance with the provisions of the Government Code section 54950 et. seq., "The Brown Act."
4. BHAB Regular and Special meetings shall be conducted in accordance with the most recent version of the BHAB Policies and Procedures approved by a Majority Vote of the BHAB.

SECTION 2. SPECIAL MEETINGS

Special meetings of the BHAB may be called at any time by the Chairperson or by a Majority Vote of the members at a Special or Regular meeting at which a Quorum is present.

Special meetings shall be noticed and conducted in conformance with the provisions of the Brown Act.

SECTION 3. QUORUM

A Quorum is one-half plus one of the duly appointed members currently serving on the BHAB.

SECTION 4. MAJORITY VOTE

A Majority Vote shall be a majority of those members present and voting at a Regular or Special meeting at which a Quorum is present.

SECTION 5. VOTING PROCEDURE

The Chairperson may request a vote by show of hands or a roll call vote.

Article VII

COMMITTEES

SECTION 1. STANDING COMMITTEES

The Chairperson may create one or more standing committees and appoint members at any time with the Majority Vote of the members. Standing committee meetings shall be noticed and conducted in conformance with the provisions of The Brown Act.

SECTION 2. AD HOC COMMITTEES

The Chairperson may create ad hoc committees at any time. Ad hoc committees are of limited scope and duration, and address specific issues under consideration by the BHAB. Ad Hoc committees terminate no later than the submission of the Annual Report to the BOS.

Article IX

AMENDMENT OF THE BYLAWS

Any proposed revision to these bylaws shall be received and approved for discussion by the BHAB Executive Committee prior to being placed on the BHAB agenda. These bylaws may then be amended by a Majority Vote at any Regular or Special meeting with a Quorum present. BHAB-approved bylaws and amendments shall be forwarded to County Counsel for review prior to a vote by the BOS at a regular meeting.

MENDOCINO COUNTY BEHAVIORAL HEALTH ADVISORY BOARD

BYLAWS

Article I
NAME

The name of this Board shall be the Mendocino County Mental Health Advisory Board, herein referred to as BHAB.

Article II

AUTHORITY

The authority of the BHAB (acting as a Mental Health Board) is set forth in sections 5604 through 5607 of the California Welfare and Institutions Code (W&I Code) and resolutions of the Mendocino County Board of Supervisors.

Article III

DUTIES

The duties of the Mendocino Behavioral Health Advisory Board shall be as follows:

1. Review and evaluate Mendocino County's (County) Behavioral Health and Recovery Services (BHRS) treatment and prevention needs of mental health and substance use disorder treatment (SUDT), services, facilities and related problems.
2. Review any County agreements entered into pursuant to W&I Code section 5650.
3. Advise the Governing Body, herein after the Mendocino County Board of Supervisors (BOS) and the local BHRS Director, as to any aspect of the local BHRS program.
4. Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.
5. Submit an annual report to the BOS on the needs, challenges, and performance of the County's BHRS and BHRS-contracted services.
6. Review, interview and make recommendations regarding applicants seeking appointment as a BHRS Director prior to appointment by the BOS.
7. Review and comment on the County's performance outcome data and communicate its findings to the California Mental Health Planning Council (CMHPC) and/or other appropriate entities.

8. Assess the impact of realignment of services from the State of California to the County on behavioral health and recovery services, that include mental health and substance use disorder treatment ~~mental health~~ services delivered to consumers of behavioral health and recovery ~~MH~~ services and the local community.
9. Develop and amend bylaws.
10. Recognize that the BOS can transfer additional duties or authority to the BHAB.
11. Advise the county Alcohol and Other Drug Programs Administrator on policies, goals, and operations of the county substance abuse program and on any other related matters the Administrator refers to or which are raised by the Advisory Board.
12. Encourage public understanding of the problem of substance abuse and support throughout the county for development and implementation of effective substance abuse programs.

~~10.~~13.

Special Duties in connection with the Mental Services Act shall include but not be limited to:

1. BHAB shall conduct a public hearing on the Mental Health Services Act (MHSA) draft three-year program and expenditure plan and each annual update at the close of each mandated 30-day comment period.
2. The BHAB shall review the (MHSA) adopted plan or update and make recommendations pursuant to W&I Code 5848(b) and W&I Code section 5608.

Article IV

MEMBERSHIP

SECTION 1.

There shall be 16 members on the BHAB including one representative from the BOS, who serves as a non-voting, ex-officio member who shall not be counted for the purposes of establishing a quorum.

SECTION 2.

Each member of the BOS shall nominate three (3) members to the BHAB. The BHAB will interview and vote to recommend or not to recommend applicants. The Board of Supervisors appoints BHAB members. The Board of Supervisors may appoint anyone to the BHAB who meets the qualifications set forth in the W&I Code and these Bylaws, sections IV.3 and IV.6 whether the BHAB has recommended the person or not.

SECTION 3.

Fifty (50%) of the BHAB membership shall be consumers, or the parents, spouses, siblings, or adult children of consumers, who are receiving or have received mental health services. At least twenty (20%) of the total BHAB membership shall be consumers, and at least twenty (20%) shall be families of consumers. Pursuant to W&I Code Section 5604(a)(1) the BHAB should reflect the ethnic diversity of the client population of the County.

SECTION 4.

In accordance with W&I Code, the term of each member of the BHAB shall be three (3) years. The BOS shall equitably stagger the appointments so that approximately one-third of the appointments expire in each year. Appointed members are eligible to vote at the next regular or special meeting after being sworn in by a County Official. In case of an unscheduled vacancy, a new member shall be appointed to fill the unexpired term of their predecessor and may subsequently apply to be re-appointed to a new three-year term.

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Mendocino County Contract with
Redwood Quality Management
Company
for
Adult Services

Exhibits A and B

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR agrees to arrange for the provision of and pay for medically necessary Specialty Mental Health Services (SMHS), including those services required to meet the COUNTY's obligation to assist the indigent population to access SMHS, and referred by the Mental Health Services Act (MHSA) on behalf of the County of Mendocino in accordance with the Definition of Services defined in this contract. In the arrangement for the provision of services, CONTRACTOR shall ensure compliance with all applicable Medicaid laws, and regulations, including the 1915(b) Medi-Cal Specialty Mental Health Services Waiver, the County of Mendocino State Mental Health Plan (MHP) Agreement and Behavioral Health and Recovery Services (BHRS) policies and procedures.

CONTRACTOR shall arrange for the provision of the following services:

- I. Provision of Service
 - A. CONTRACTOR shall arrange and pay for medically necessary covered Specialty Mental Health Services to beneficiaries twenty-five (25) years and older, as defined for the purpose of this contract.
 - B. COUNTY shall provide and pay for the following mental health services to clients twenty-five (25) years and older:
 1. Access Line Coverage
 2. Lanterman-Petris-Short Conservatorship oversight and placement
 3. Mobile Outreach and Prevention Services (County Mobile Outreach teams to North County, South County, and Anderson Valley)
 4. Probation Mental Health Services (AB109)
 5. CalWorks Mental Health Services
 6. 1370 Competency Restoration
 7. Patients Rights Advocate
 - C. CONTRACTOR shall ensure that all medically necessary covered Specialty Mental Health Services are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished.
 - D. All medically necessary covered Specialty Mental Health Services shall ensure:
 1. The availability of services to address emergency psychiatric conditions twenty-four (24) hours a day, seven (7) days a week.

EXHIBIT A – PAGE 2

DEFINITION OF SERVICES

2. The availability of services to address urgent conditions twenty-four (24) hours a day, seven (7) days a week.
3. The availability of services within 60 miles or 90 minutes of travel for all beneficiaries.
4. Timely access to routine services, as determined by COUNTY to be required to meet needs.

E. CONTRACTOR shall, to the extent feasible, allow Medi-Cal beneficiaries to choose the person/agency providing the services.

II. Availability and Accessibility of Services

A. CONTRACTOR shall ensure the availability and accessibility of adequate numbers and types of subcontractors of medically necessary services. At a minimum, CONTRACTOR shall:

1. Maintain and monitor a network of appropriate providers that is supported by a subcontract with providers and that is sufficient to provide adequate access to all services covered under this contract. CONTRACTOR must establish the network and monitor the network, taking into consideration all of the following:
 - a. Anticipated number of Medi-Cal eligible clients.
 - b. Expected utilization of services.
 - c. Expected number and type of subcontractors, including cultural competency of subcontractors.
 - d. Number of subcontractors not accepting new beneficiaries.
 - e. Geographic location of subcontractors and their access to beneficiaries.
 - f. Whether subcontractors are credentialed for the services being provided.
2. CONTRACTOR and subcontractors shall have links to the COUNTY provider directory and maintain a current list of their individual provider staff on their websites.
3. If CONTRACTOR determines that it is unable to arrange for access to all services covered under this contract, CONTRACTOR shall notify COUNTY in writing detailing the area and/or services CONTRACTOR is unable to fulfill under this contract. CONTRACTOR shall work with COUNTY to develop a plan for the provision of needed access and/or services to meet requirements set forth in this contract that CONTRACTOR has identified it cannot fulfill.

EXHIBIT A – PAGE 3

DEFINITION OF SERVICES

B. CONTRACTOR shall comply with COUNTY requirements for timely access to services. CONTRACTOR shall:

1. Require all subcontractors to meet the COUNTY standards for timely access to care and services, taking into account the urgency of need for services.
 - a. Require all subcontractors to have hours of operations during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the subcontractor offers services to non-Medi-Cal clients.
 - b. Establish mechanisms to ensure that subcontractors comply with timely access requirements.
 - c. Monitor subcontractors regularly to determine compliance with timely access requirements.
 - d. Take corrective action if a subcontractor fails to comply with timely access requirements.
 - e. Provide monthly timeliness access reports to COUNTY.
 - f. Notify COUNTY when a subcontractor is failing to comply with timely access requirements and provide COUNTY with corrective action provided to subcontractor. CONTRACTOR shall continue to work with subcontractor until subcontractor is in compliance with requirement or subcontractor services have been terminated. CONTRACTOR shall keep COUNTY informed throughout the corrective action process.

III. Quality Assurance / Quality Improvement

A. Quality Management

1. CONTRACTOR shall adhere to COUNTY Quality Management program which defines the structure and operational processes, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) of improvement.
2. CONTRACTOR and COUNTY shall conduct performance monitoring activities throughout CONTRACTOR'S operations. These activities shall include, but are not limited to, client system outcomes, utilization management, utilization review, subcontractor appeals, credentialing, and monitoring and assistance in the resolution of client grievances.

EXHIBIT A – PAGE 4

DEFINITION OF SERVICES

3. CONTRACTOR, in coordination with COUNTY, shall ensure coordination of care with community health centers, law enforcement, County jail, acute care hospitals, Public Guardians, Substance Use Disorders Treatment, and any other identified entity by COUNTY. Memorandums of Understanding (MOU) shall be developed by COUNTY with each entity. CONTRACTOR shall assess the effectiveness of each MOU and work with the entity to improve identified problematic areas. COUNTY shall be available to help resolve any issue that cannot be resolved between the parties.
4. CONTRACTOR shall track underutilization of services and overutilization of services. CONTRACTOR shall provide monthly reports to the COUNTY on the underutilization and overutilization of services.
5. CONTRACTOR shall prevent and eliminate barriers to effective care, including but not limited to non-discrimination against particular subcontractors that serve high-risk populations or specialize in conditions that require costly treatment.
6. CONTRACTOR shall resolve any identified service delivery problems and take effective action when improvement is required or desired. COUNTY shall be notified by CONTRACTOR of any service delivery problems and the steps being taken by CONTRACTOR to resolve the identified problem.
7. CONTRACTOR shall ensure that all subcontractors participate in the COUNTY and State required beneficiary/family satisfaction surveys. CONTRACTOR shall submit to COUNTY all surveys by the due date. CONTRACTOR shall work with COUNTY to use the data to identify trends and opportunities for improvement.
8. CONTRACTOR shall ensure that all subcontractors adhere to the COUNTY and Mental Health Plan (MHP) requirements for beneficiary grievances, appeals, fair hearings, and change of subcontractor request. CONTRACTOR shall provide COUNTY original document of beneficiary grievances, appeals, fair hearings, and change of provider requests. COUNTY shall work with CONTRACTOR and subcontractors, as appropriate, to resolve all beneficiary problem resolution matters. CONTRACTOR shall work with COUNTY to use the data to identify trends and opportunities for improvement.
9. CONTRACTOR shall establish processes to ensure that all subcontractors remain in compliance with COUNTY and MHP requirements. If a subcontractor is not in compliance CONTRACTOR will start the corrective action process. CONTRACTOR shall notify COUNTY of any subcontractor out of compliance and provide COUNTY with a copy of the corrective action provided to subcontractor. CONTRACTOR shall continue to work with subcontractor until subcontractor is in compliance with requirements or subcontractor services have been terminated. CONTRACTOR shall keep COUNTY informed throughout the corrective action process.

EXHIBIT A – PAGE 5

DEFINITION OF SERVICES

10. CONTRACTOR shall assure that all relevant cultural and linguistic standards of care are incorporated into service delivery.
 - a. CONTRACTOR and/or subcontractors shall have evidence of culture-specific programs or referrals to community-based, culturally-appropriate, and non-traditional mental health subcontractors.
 - b. CONTRACTOR and/or subcontractors shall have evidence of the availability, as appropriate, of alternatives and options that accommodate the individual preference of clients.
11. CONTRACTOR shall participate in the Department of Health Care Services (DHCS) reviews. In preparation for reviews, CONTRACTOR shall provide COUNTY all requested information and data to maintain compliance. Information and data may be requested monthly to remain in compliance with set standards.

B. Quality Improvement (QI)

1. CONTRACTOR shall make continuous quality improvements to assure the appropriateness and effectiveness of Specialty Mental Health Services and meet the needs of the client. CONTRACTOR shall design and implement interventions for improving performance, and measure the effectiveness of interventions.
2. CONTRACTOR shall work with COUNTY to complete a minimum of two (2) Performance Improvement Projects (PIP) each fiscal year, one (1) clinical and one (1) non-clinical. CONTRACTOR shall provide COUNTY with all required information and data to be in compliance with the PIP requirements. These PIPs will measure performance using objective quality indicators and demonstrate planning for increasing or sustaining improvement.
3. CONTRACTOR shall assure that all identified issues are tracked over time and reported to the COUNTY.
4. CONTRACTOR shall provide reports at COUNTY meetings, such as Quality Improvement/Quality Management, Behavioral Health Advisory Board (BHAB), Utilization Management, and Quality Improvement Committee meetings.
5. CONTRACTOR shall participate in the Quality Improvement Committee meetings and provide reports as requested by the COUNTY and in relation to the goals set in the Quality Improvement Work Plan.

EXHIBIT A – PAGE 6

DEFINITION OF SERVICES

6. CONTRACTOR shall work with COUNTY annually to complete the Quality Improvement Work Plan and Quality Improvement Work Plan Evaluation. The Work Plan identifies key factors for quality improvement and utilization management. CONTRACTOR shall work with COUNTY toward agreed upon goals and provide COUNTY with requested information and data to complete the plans.
7. CONTRACTOR shall provide ongoing monitoring of the accessibility of services as evidenced by:
 - a. Timeliness of routine mental health appointments
 - b. Timeliness of services for urgent conditions
 - c. Access to after-hours care
 - d. Responsiveness of the crisis number
8. CONTRACTOR shall participate in the External Quality Review (EQR) annually. In preparation for the review, CONTRACTOR shall provide COUNTY with all requested information and data to complete the EQR requirements. EQR data shall be requested monthly by COUNTY to remain in compliance with set standards and goals. EQR focus areas are categorized as follows:
 - a. Service delivery capacity
 - b. Service delivery system and meaningful clinical issues
 - c. Service accessibility
 - d. Continuity of care and coordination of care
 - e. Beneficiary satisfaction
9. CONTRACTOR shall be responsible for the following:
 - a. Collaboration and coordination among clients, Mendocino County Behavioral Health and Recovery Services (BHRS), subcontractors, and CONTRACTOR
 - b. Assessment of subcontractor performance, including peer review, when appropriate
 - c. Provision of sufficient resources and trainings to ensure compliance with regulations
 - d. Requirement that subcontractors participate in QI activities
 - e. Management of service delivery utilizing a comprehensive Electronic Health Record (EHR) to facilitate the collection, management, and analysis of data needed for monitoring, evaluation, and improvement

EXHIBIT A – PAGE 7

DEFINITION OF SERVICES

- f. Requirement of subcontractors to follow the goals of the Quality Improvement Work Plan
- g. Requirement that subcontractors must adhere to COUNTY and MHP requirements
- h. QI activities must meet the requirements as specified by DHCS and SMHS requirements
- i. Provision of necessary resources to assure the delivery of culturally competent Specialty Mental Health Services

C. Quality Improvement and Quality Management Committees

1. COUNTY shall be responsible for facilitation of a Quality Improvement/Quality Management (QI/QM) Committee. CONTRACTOR shall participate on the QI/QM committee and attend all meetings. QI/QM recommends policy decisions, implements specific review and evaluation activities, and ensures follow-up of QI processes.
2. COUNTY shall facilitate a Quality Leadership Committee that shall provide oversight, approve policy and system changes, and review outcomes of PIPs. Summary reports shall be prepared for members with data and information concerning the QI functions measured. Identification and review of the performance of key indicators over time shall be intended to allow committee members to track success of improvement efforts and provide appropriate direction as needed. The Quality Leadership Committee shall provide oversight of the following:
 - a. Utilization Management
 - b. Subcontractor Relations
 - c. Client Services
 - d. Risk Management
 - e. Quality of Care

D. Utilization Management

1. CONTRACTOR shall be responsible for assuring that beneficiaries have appropriate access to Specialty Mental Health Services. CONTRACTOR shall assess the capacity of service delivery and accessibility of services to beneficiaries; this includes monitoring the number, type and geographic

EXHIBIT A – PAGE 8

DEFINITION OF SERVICES

- distribution of mental health services. This information shall be provided to COUNTY and reported at Utilization Management meetings.
2. CONTRACTOR shall evaluate medical necessity appropriateness and efficiency of services provided to beneficiaries. CONTRACTOR shall track utilization of data to show client outcomes and performance indicators over time. CONTRACTOR shall track patterns, trends, and outlier data and monitor post care outcomes to assess effectiveness of care and services.
 3. CONTRACTOR shall participate in COUNTY Utilization Management meetings and provide to COUNTY all requested information and data for the meetings.

E. Utilization Review

1. CONTRACTOR shall implement mechanisms to assure authorization decision standards are met for the following services: Adult Residential, Crisis Residential, Day Treatment Intensive, Day Rehabilitation, and Therapeutic Behavioral Services. CONTRACTOR shall adhere to MHP requirements for processing requests for initial and continuing authorizations of services. Authorization decisions shall be made within the timeframe set by Title 42, Code of Federal Regulations (C.F.R.) § 438.210(d).
2. CONTRACTOR shall have mechanisms in place to ensure consistent application of review criteria for authorization decisions, and shall consult with the requesting subcontractor 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.
3. CONTRACTOR shall issue Notices of Adverse Benefit Determination (NOABD), per the MHP requirements, within the timeframe set forth in 42 C.F.R. 438.404(c). A copy of every NOABD issued shall be provided to COUNTY. NOABDs shall be provided to the COUNTY monthly.
4. CONTRACTOR shall use COUNTY approved clinical documentation and forms. CONTRACTOR shall obtain approval from COUNTY Behavioral Health Director or designee before using a new clinical documentation or form that would be subject to review or audit by the State of California or Federal Government. Failure by CONTRACTOR to obtain COUNTY approval may result in the inability of CONTRACTOR to bill for services.

EXHIBIT A – PAGE 9

DEFINITION OF SERVICES

5. COUNTY shall conduct clinical chart audits, treatment authorization audits and billing audits. COUNTY shall notify CONTRACTOR in writing of audit results. Corrective Action Plans shall be required for any items found out of compliance as a result of the audit. Findings may also indicate a recoupment of funds as dictated by the annual DHCS Reasons for Recoupment list.
6. CONTRACTOR shall monitor the amount of time from initial request for services to first billable visit. This data shall be analyzed and findings reported on a monthly basis to the BHAB, Quality Improvement Committee, and reported through CSI beginning November 7, 2018.
7. CONTRACTOR shall act as the Point of Authorization (POA) for mental health services for beneficiaries twenty-five (25) years and older. At the same time, COUNTY shall retain authority as the official POA for all mental health services and shall have the right to review, audit, and deny services based on MHP requirements. All denials shall be reviewed with CONTRACTOR. CONTRACTOR has the right to appeal decisions to the Behavioral Health Director or designee.
8. CONTRACTOR shall provide utilization review of the activities listed below. CONTRACTOR shall monitor and measure System Performance on a monthly basis, to include, but not be limited to the following:
 - a. Inpatient hospitalizations
 - b. Crisis services
 - c. Timely access to outpatient and psychiatric services
 - d. No shows
 - e. Client outcomes
 - f. Client satisfaction

IV. Specialty Mental Health Services

A. Provision of Cultural Competence

1. CONTRACTOR shall ensure subcontractors provide culturally competent services. CONTRACTOR shall coordinate with COUNTY to comply with annual cultural competency skills training for its staff and for the staff of each of the subcontractors. COUNTY shall develop and revise the Cultural Competency Plan in collaboration and coordination with CONTRACTOR and stakeholders.
2. Areas of focus in the implementation of the Cultural Competency Plan shall include, but not be limited to, elimination of the disparities in service delivery to special populations (Latino and Native American clients).
3. In the event the CONTRACTOR and/or subcontractors provide cultural competency training, CONTRACTOR and/or subcontractors shall submit to

EXHIBIT A – PAGE 10

DEFINITION OF SERVICES

COUNTY copies of agendas, sign-in sheets, handouts, and flyers, for cultural competency training provided to CONTRACTOR's staff and subcontractor's staff as occurs.

B. Assure Client Rights

CONTRACTOR shall assure 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 assure that services 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 and all subcontractors. CONTRACTOR shall work with the COUNTY's Patient's Rights Advocate to assure proper client interactions and interventions.

C. Maintain Client Records

CONTRACTOR and subcontractors shall 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 BHRS. Records that are released to proper authorities, individuals, and others shall be released only with an appropriately signed Release of Information (ROI). CONTRACTOR and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, State and Federal laws, and other BHRS requirements for client confidentiality and record security. Client records shall be kept and maintained for 10 years after client discharge.

D. Provide Access to Quality Care with a "no wrong door" Access System

1. CONTRACTOR shall operate a "no wrong door" Access System to provide services for adults twenty-five (25) years and older. "No wrong door access" means that community members in need of services can be presented at any contracted Mendocino County mental health service program and receive help or services. More importantly the client will be engaged and assisted to meet his/her needs.
2. The Access System's primary role shall be to receive all treatment requests for community mental health services made by clients, their families, County agencies, community subcontractors, or law enforcement.

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3. CONTRACTOR's Access System shall determine eligibility for services and medical necessity. When Mendocino County adult residents twenty-five (25) years and older access services they will be provided with "no wrong door" access to avoid delays or long waits for mental health service regardless of where they live within Mendocino County, without regard to their financial ability, and in compliance with Mendocino County MHP rules and regulations for services. If requested, Medi-Cal beneficiaries shall receive a screening and, if initial screening indicates, shall receive further assessment. A NOABD shall be provided to all beneficiaries who, upon initial screening or assessment, do not meet medical necessity criteria.
4. Direct services shall be provided in the client's native language or in American Sign Language (ASL), if required. Language assistance, if needed, for initial intake screening, assessment, and plan development services will be provided through use of competent bilingual staff, staff interpreters, contractors or formal arrangements with local organizations providing interpretation or translation services, technology and telephonic interpretation services or telehealth services. Language taglines shall be attached to vital documents, which shall be provided in current threshold languages. Accommodations to support access to vital documents shall be made for those beneficiaries with disabilities.
5. The scope of the Access System shall include, but is not limited to:
 - a. Prompt access to screening, assessment, and triage. CONTRACTOR shall monitor and document the amount of time from initial request for services to first billable visit, client language, all service requests, and outcomes from initial contact through crisis line. This data shall be analyzed and findings reported on a monthly basis to the BHAB and Quality Improvement Committee.
 - b. Client intakes and eligibility determinations.
 - c. Appropriate service referrals and authorizations within a Continuum of Care (CoC) appropriate to client's mental health needs.
 - d. Care manager assignments.
 - e. Transport coordination.
 - f. Coordination with primary care and/or substance abuse needs.
 - g. Offering hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation offered to commercial beneficiaries or comparable to Medi-Cal fee-for-service, if the subcontractor serves Medi-Cal clients.

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6. CONTRACTOR's subcontractors shall provide assistance, linkage and referrals to clients accessing services at multiple entry points. These entry points may include Community Based Organizations, Federally Qualified Healthcare Centers (FQHC), Rural Health Clinics, several Indian Health Clinics, three Hospital Emergency Rooms, Redwood Coast Regional Center, the community, and any mental health plan subcontractor.
 - a. Hospital Emergency Rooms shall be the destination points for 5150 (5150 is a section of the California Welfare and Institution Code specifically, the Lanterman-Petris-Short Act or "LPS" which allows a qualified officer or professional to involuntarily confine a person deemed to have a mental disorder that makes them a danger to him or herself, and/or others, and/or gravely disabled. When used as a term, 5150 can informally refer to the person being confined or the declaration itself or as in "someone was 5150'd").
 - b. MHP subcontractors shall provide mental health assessments and referrals; supportive care management services; substance abuse linkage and referrals; integration with primary care; crisis intervention and stabilization services; and emergency mental health services.
7. Clients shall be provided with required information pamphlets that include Client Rights, Notice of Privacy Practices, Grievance and Appeals Process Brochure, Advanced Directives, Provider Directory, Guide to Medi-Cal Mental Health Services Handbook and language taglines.

E. Adult System of Care

1. CONTRACTOR shall arrange for an appropriate range of SMHS that are adequate for the anticipated number of clients that will be served by the MHP. CONTRACTOR shall provide oversight and regulation of the programs and services provided by subcontractors. SMHS means:
 - a. Rehabilitative Mental Health Services
 - b. Mental Health Services
 - c. Medication Support Services
 - d. Crisis Intervention
 - e. Crisis Stabilization
 - f. Crisis Residential Treatment Services
 - g. Psychiatric Health Facility Services
 - h. Psychiatric Inpatient Hospital Services
 - i. Targeted Case Management

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- j. Psychologist Services
 - k. EPSDT Supplemental SMHS
 - l. Psychiatric Nursing Facility Services
2. CONTRACTOR shall arrange for client advocacy, outreach services, coordinate local SMHS and medical care, provide interagency information and communication, arrange or provide local service transports, as well as, post-discharge transportation from inpatient psychiatric hospitalizations, and maintain each client's care management record. Services shall include, but not be limited to:
- 1. Crisis Services
 - 2. Access System
 - 3. Prompt access to screening and assessment; client intakes and eligibility determinations
 - 4. Appropriate client service referrals within a CoC appropriate to client's mental health needs
 - 5. Care management
 - 6. Transport coordination
 - 7. Coordination with primary care and co-occurring needs
 - 8. Crisis intervention and stabilization
 - 9. Coordination with law enforcement
 - 10. Emergency response to hospital emergency rooms
 - 11. Obtaining twenty-four (24) hour care service authorizations
3. Target Mental Health Population: The target population shall consist of Mendocino County Medi-Cal beneficiaries, twenty-five (25) years and older, who meet medical necessity criteria for MHP reimbursement as defined in Title IX, Article 2, Section 1830.205 and 1830.210 and meet the functional criteria for seriously mentally ill.
4. Mental Health Services: Services shall include a comprehensive array of services that address a client's mental health needs. Interventions shall be: individualized and designed to diminish impairments and prevent significant deterioration; culturally competent and appropriate services, which are sensitive and responsive to cultural and gender differences and special needs; and, delivered without regard to race, religion, national origin, gender, physical disability, or sexual orientation. Beneficiaries shall receive services in accordance with their level of medical necessity and the unique needs. Services shall be guided by an individualized client treatment plan, which shall be reviewed and revised annually.

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5. Services shall be available in person, on the phone, and/or through telecommunication. Services shall be timely and accessible, and delivered by licensed/waivered staff, mental health professionals who are credentialed according to State requirements, and/or non-licensed subcontractors. Services shall be provided by or under the direction of mental health professionals functioning within the scope of their professional license and applicable State law. Transport services shall be available as needed.
6. Beneficiaries shall be linked to physical health care, dental services, benefits, employment, schools, training, transportation, and other non-mental health services as needed. Services shall also be coordinated with FQHC/Rural Health Clinic (RHC), Probation, and HHS, as needed. Beneficiaries receiving mental health services shall be supported to receive health care at community health care organizations, and CONTRACTOR shall ensure that ROI promote integrated health care services. Beneficiaries shall be assisted with applying for and maintaining housing. Services shall be reviewed regularly to ensure client access to appropriate care for mental health and physical health needs.
7. Outpatient Services: CONTRACTOR shall provide outpatient services. Outpatient mental health services shall be provided to beneficiaries with a mental health diagnosis who meet medical necessity criteria for specialty mental health services. Outpatient services may be provided in the home, clinic, or community setting. Beneficiaries shall be actively involved throughout the assessment, treatment planning, and service delivery process. Services shall be client driven and culturally sensitive.
8. Specialty Mental Health Services: An array of Specialty Mental Health Services shall be available to Medi-Cal beneficiaries who meet medical necessity criteria. Services shall be aimed at ameliorating mental health symptoms, utilizing interventions that are designed to provide reduction of the client's mental disability, restoration, improvement and/or preservation of individual and community functioning. Specialty Mental Health Services shall include Assessment, Plan Development, Collateral, Therapy, Rehabilitation, and Crisis Intervention. SMHS shall be delivered within the least restrictive and most normative environment that is clinically appropriate.
9. Targeted Case Management Services: Linkage services shall be provided to assist beneficiaries to receive appropriate services, arrange transportation to appointments and/or activities when needed, and help them perform activities of daily living. Targeted case management services are defined as services furnished to assist individuals in gaining access to needed medical, alcohol and drug treatment, social, educational and other services.

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10. **Mental Health Services Act (MHSA):** The MHSA program shall continue to be planned, updated and administered by COUNTY. COUNTY requires CONTRACTOR to be involved in the stakeholder's planning process and shall manage the implementation of the MHSA approved plan. CONTRACTOR shall integrate the MHSA programs into core programs in the System of Care by organizing and contracting with subcontractors to initiate Full Service Partnerships (FSP) and by managing and monitoring other MHSA programs and services including prevention programs, innovation programs, care management, housing support programs, community services and supports, workforce education, and training.
11. **Drop-in Centers:** COUNTY believes in wellness and recovery. CONTRACTORS shall arrange for prevention and support programs through drop-in centers. Subcontractors shall operate three (3) to five (5) days per week, including some weekends, to serve the Severely Mentally Ill (SMI) population. Services at these sites shall include, but not be limited to, client advocacy, assertive care management, illness prevention programs, peer-to-peer counseling, senior peer counseling, peer support programs, and transportation services.
12. **Full Service Partnership (FSP):** CONTRACTOR shall authorize the FSP benefit for qualified SMI clients upon consultation and approval from COUNTY Behavioral Health Director or designee. This service shall respond to client needs and support efforts toward wellness and recovery. Services may include treatment, wrap-around services, vocational training, and housing support.
13. **Assisted Outpatient Treatment (AOT):** CONTRACTOR shall arrange for subcontractors to provide AOT services. Subcontractors shall participate in the AOT Team meetings as requested by COUNTY and participate in the initial investigation of AOT referrals, providing known history on potential AOT clients. CONTRACTOR's subcontractors shall accept referrals for Biopsychosocial Assessment and assess client, determine if client has a qualifying diagnosis that meets medical necessity for SMHS, 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.
14. **AOT requires subcontractor participation with the AOT treatment team and client in developing an AOT treatment plan.** Assigned Care Managers shall assist clients in overcoming barriers, meeting treatment plan goals and reducing functional impairments toward reducing risk to self or others and increasing ability to participate meaningfully in independent living. Subcontractor shall testify in court when required regarding AOT qualifications, assessment, diagnosis, risk of client, and any other pertinent information to beneficiary.

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15. AOT also requires 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 WIC Code 5346(b)(5)(B). CONTRACTOR shall ensure that all timelines outlined in regulation or ordered by the court proceedings are met. Family and natural supports shall be included as part of client care plan. When successful treatment is sustained, CONTRACTOR shall facilitate transition of client to less restrictive treatment programs maintaining contact through a supported transition process.
16. COUNTY shall provide the following services for AOT:
 - a. Accept all referrals to AOT services.
 - b. Investigate all referrals.
 - c. Outreach to client, build rapport, and attempt to obtain engagement in voluntary services.
 - d. Coordinate services with the AOT treatment team consisting of Administrative Service Organization (ASO) Clinician, Counsel, Behavioral Health Director, and ASO Care Manager.
 - e. Assist with determining Treatment Plan Goals.
 - f. Support client and Care Manager in initial services needs such as financial, housing, and other imminent basic needs.
 - g. Make determination of need to file Declaration of AOT criteria with Court.
 - h. Notification of Counsel and Courts.
 - i. Tracking of all timelines and communication with treatment team around court processes and deadlines.
 - j. Complete documentation of non-compliance when necessary and communicate with Counsel.
 - k. Monitor and track transitions of client.
 - l. Report data to the State Department of Mental Health.
17. Forensic Services: CONTRACTOR shall establish a formal liaison with those agencies in the community that are primarily engaged with mental health care recipients who are actively connected to forensic, in order to be consistent with public safety and the needs of the individual. CONTRACTOR shall meet regularly in order to problem solve for concerns or specific clients, on an individual basis with the following offices, but not limited to the following:

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- a. Behavioral Health Court
- b. Mendocino County Office of the Public Guardian
- c. Mendocino County Jail and Sheriff
- d. City Police Departments
- e. California Forensics Medical Group (CFMG)
- f. Office of the Public Defender
- g. Mendocino County Probation Office
- h. Mendocino County Superior Court

A representative of COUNTY shall be invited to participate in any interagency deliberation or meeting.

18. **Transportation Service:** CONTRACTOR shall arrange for transportation services. CONTRACTOR shall have subcontractors coordinate transportation for clients for admission to authorized services or placement sites, transfers between placement sites and discharges from placement sites back to the community. This service shall be provided through a coordinated effort by care managers with the local ambulance company, local care managers, members of the subcontractor network, and transportation contractors.
19. **Behavioral Health Court:** CONTRACTOR shall arrange for the provision of care management and outpatient services to participants of the Behavioral Health Court. In addition, CONTRACTOR shall arrange for subcontractors to collaborate and coordinate with the multi-agency Behavioral Health Court planning group.
20. **Outcome Measurement Tools:** CONTRACTOR shall require all in-county subcontractors to use the Adult Needs and Strengths Assessment (ANSA) outcome measurement tool. CONTRACTOR shall work with out-of-county subcontractors on using this outcome measurement tool. With the ANSA 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 months following the first administration, and at the end of treatment to ensure that services maintain the appropriate level of intensity, frequency, and duration.
21. All urgent care needs related to medication management, routine visits, emergent conditions, and nonemergency crisis situations shall be assessed, treated, referred to a local clinic, and discharged to home or family, unless they have a medical or psychiatric emergency or a supportive care or placement need.
22. Medical needs shall be referred to a primary care clinic site within the System of Care network for assessment and treatment. Medical emergencies shall be referred to the appropriate emergency service or to the nearest hospital emergency room. Continued monitoring shall occur through an assigned care manager.

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23. Psychiatric emergencies shall be assessed and referred to the appropriate level of the multi-tiered crisis service. Dispositions to crisis or twenty-four (24) hour care services shall be based on medically necessary interventions centered on client safety and rapid stabilization of the crisis episode.

F. Crisis Services

1. CONTRACTOR shall arrange for multi-tiered crisis intervention and crisis response services to Mendocino County residents twenty-five (25) years and older. Crisis services shall be available to those experiencing a mental health emergency and be accessible twenty-four (24) a day, seven (7) days a week. Crisis services shall be accessible via the telephone, walk-in crisis centers, and mobile response to designated community locations.
2. The Crisis Service's goals are:
 - a. Provide emergency assessments, appropriate emergency services/referrals, and a safe environment. CONTRACTOR's subcontractor shall maintain the response requirements.
 - b. Divert individuals from unnecessary presentations at local hospital emergency rooms.
 - c. Minimize the time involvement of emergency rooms and local law enforcement with each incident.
 - d. Reduce recidivism by linking client with appropriate resources and after care services.
 - e. Provide qualified professionals to respond to the local emergency rooms within twenty (20) minutes in Ukiah and Fort Bragg and within forty-five (45) minutes or less to Willits to perform the assessment for a 5150 placement.
 - f. Coordinate with law enforcement and hospital emergency departments to provide quality mental health services.
3. Crisis services shall be available to those in need, regardless of ability to pay. Once crisis services are accessed, assessments at every level of care shall determine the client's need for additional services. In every case, particular care shall be given to provide a safe, secure, and confidential experience. CONTRACTOR shall provide services to Medi-Cal clients and assist indigent clients to access mental health services. After stabilizing clients with insurance, CONTRACTOR shall provide referrals to the appropriate primary care provider/medical group network. CONTRACTOR shall bill crisis services covered by insurance to the appropriate third party payer. Payment for crisis services that are not covered by insurance are the responsibility of the client.

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4. Individuals may be self-referred, family-referred, referred by law enforcement, Mendocino County agency referred, or referred by community-based mental health or medical professionals. Each individual shall be provided the least restrictive intervention possible. Assessments at every level of care shall determine the individual's need for additional services. CONTRACTOR shall assure that each crisis call is being responded to promptly; and, individuals who are determined to have a life-threatening or 5150 designation receive the highest priority.
5. Services by CONTRACTOR'S subcontractors may be provided over the phone or in person. All crisis contacts shall be logged and/or documented in the EHR, thus allowing the CONTRACTOR to monitor timeliness to access, appropriateness of intervention, and coordination of aftercare linkages, including, at times, access into mental health services. CONTRACTOR's subcontractor shall respond promptly and triage the crisis accordingly to the individual's level of suicidal, homicidal, and/or grave disability. The subcontractor shall refer medical emergencies to the appropriate emergency service or to the nearest hospital emergency room.
6. CONTRACTOR shall ensure service provision meets the following levels of care:
 - a. Crisis Prevention and Outreach
 - (1) CONTRACTOR shall work with subcontractors to ensure the provision of crisis prevention, outreach, and de-stigmatization services.
 - (2) CONTRACTOR and subcontractors shall participate in education and awareness events held locally throughout the County.
 - (3) CONTRACTOR shall arrange for crisis response to local community tragedies and disasters, as deemed necessary.
 - (4) CONTRACTOR shall provide subcontractors with assigned duties in emergency community efforts as per direction from the Behavioral Health Director.
 - (5) CONTRACTOR and subcontractors shall have informational pamphlets, flyers, and cards located throughout the County to ensure that beneficiaries have access to crisis services as needs arise.
 - (6) CONTRACTOR shall ensure appropriate networking to continue to expand local community supports and the development of a crisis continuum of care.

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b. Crisis Intervention

- (1) CONTRACTOR shall assure crisis services can be requested through self-referrals, as well as referrals from community mental health agencies/subcontractors, healthcare subcontractors, law enforcement, family members, friends, neighbors, landlords, or community members concerned about the welfare of an individual who appears to be in a mental health crisis. Referrals shall be accepted by CONTRACTOR through an advertised toll-free crisis phone number which shall operate twenty-four (24) hours a day, seven (7) days a week.
- (2) CONTRACTOR shall ensure the operation of a minimum of two (2) Crisis Centers to be located inland and on the coast, with walk-in availability for individuals in crisis.
- (3) CONTRACTOR's subcontractor shall have appropriately credentialed staff that is trained to manage the crisis intervention and to resolve problems and/or situations with the least restrictive crisis response.
- (4) Criteria used by CONTRACTOR in assessing situations shall, at minimum, include deterioration of the mental health status or an increase in mental illness symptoms, along with:
 - i. Acute emotional distress;
 - ii. Thoughts of suicide or wanting to hurt oneself;
 - iii. Thoughts of harm to others;
 - iv. Physical aggression toward others;
 - v. Refusal of psychiatric or medical care because of impaired insight or judgment; and,
 - vi. Grave disability.
- (5) CONTRACTOR'S subcontracted crisis staff shall, upon completion of the assessment, provide brief crisis interventions designed to de-escalate and resolve the crisis or diminish the symptoms.
- (6) CONTRACTOR and subcontractors shall work to ensure that all parties involved in the initial crisis are content with the outcome of the initial assessment prior to determining a final disposition.

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- (7) CONTRACTOR shall ensure appropriate referrals are made for the individual to assist in the stabilization of functioning and reduce potential recidivism into the crisis continuum of care.
- (8) CONTRACTOR shall assist subcontractors as needed to facilitate access to community resources such as housing, food, transportation, eligibility workers, and other domains of daily functioning to assist in the development of appropriate safety networks.
- (9) CONTRACTOR shall ensure that crisis services are provided in the least restrictive setting.
- (10) CONTRACTOR shall ensure access to a psychiatrist twenty-four (24) hours a day, seven (7) days a week for available consultation on medication and psychiatric conditions, as well as, requests for a second opinion when disagreements occur.
- (11) Crisis staff shall assess the need for inpatient psychiatric hospitalization and will work to complete the assessment, broker the bed, and arrange transportation should acute care be required.
- (12) CONTRACTOR shall monitor outcomes and indicators to look for trends and ways to prevent future inpatient psychiatric hospitalization.

c. Respite Services

- (1) CONTRACTOR shall arrange for Respite Care Services. Respite Care Services offer safe, temporary relief for adults who are experiencing a nonthreatening but difficult crisis situation, and for their care-givers. Respite programs provide short-term and time-limited breaks for mentally ill adults in need of temporary housing relief, without which emotional distress and situational trauma might increase, precipitating a need for more intensive services. It also operates as a support to unpaid caregivers of adults with a mental health diagnosis in order to support and maintain the care-giving relationship. Respite Care may be provided at a licensed community care facility or through temporary housing in a shelter, transitional housing sites, or a local motel and is available twenty-four (24) hours a day, seven (7) days a week. On occasion this service may be an alternative to costly higher levels of care, and

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avoids potential emergency room visits and law enforcement involvement. Respite care shall be accessed by referral and authorized by CONTRACTOR.

d. Inpatient Psychiatric Services

- (1) CONTRACTOR shall arrange for the provision of voluntary and involuntary inpatient hospitalizations for adult clients twenty-five (25) years of age or older when medical necessity has been determined. CONTRACTOR shall authorize placement, find a bed with a contracted psychiatric facility, and arrange for transportation. Examples of qualified inpatient subcontractors include St. Helena Hospital, Woodland Memorial Hospital, Aurora Behavioral Healthcare, Restpadd and Marin General Hospital. COUNTY expects length of stay to range from three (3) to seven (7) days. CONTRACTOR shall monitor inpatient care and coordinate linkage and treatment upon discharge. When or if hospital staff suggest that an LPS conservatorship may be necessary for a patient, CONTRACTOR will contact COUNTY to begin to formulate a discharge strategy.

e. Supportive Aftercare Services

- (1) Following the initial crisis episode, CONTRACTOR shall ensure subcontractors timely follow-up is coordinated so as to assist in stabilization of the crisis and linkage for ongoing supports. When appropriate, the client's identified natural supports shall be involved in the planning and aftercare process.
- (2) Following an inpatient psychiatric stay, CONTRACTOR shall ensure that subcontractor provides a post-discharge exit interview to the client and offer supportive aftercare services. This exit interview will happen within the first seventy-two (72) hours of discharge and timeliness will be reported with utilization review reports.

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- (3) CONTRACTOR shall ensure that all Mendocino County clients are transported back to the County following an inpatient stay.
- (4) Supportive after care services shall be offered to all clients who meet medical necessity criteria. After care may include respite, peer support, linkage to primary care and/or substance abuse programs, psychiatric follow-up, medication monitoring, care management, case consultation, and possibly other psychiatric emergency services. Support and aftercare shall be provided by subcontractors, even if the crisis is deemed not to be a mental health emergency.
- (5) CONTRACTOR shall allow for post-crisis aftercare linkage and support services to Medi-Cal and Indigent individuals regardless of the individual's ability to pay. For individuals with insurance, CONTRACTOR shall provide referrals to the appropriate primary care provider/medical group network for post-crisis aftercare linkage and support services.
- (6) CONTRACTOR shall ensure that aftercare services are mobile and provided in the community. The mobile aftercare model will assist crisis staff in evaluating client's environment, developing appropriate coping strategies, monitoring functioning in life domains, streamlining linkage referrals, and working to expand natural resources.
- (7) CONTRACTOR shall, to the extent possible, work with subcontractor to develop new resources in underserved areas so that referrals are made within the community of origin during crisis.
- (8) CONTRACTOR shall make supportive aftercare services available for up to sixty (60) days post crisis to allow for stabilization and linkage to community supports.
- (9) Conservatorship Investigations and Involuntary Detention: COUNTY shall provide oversight and placement of all Lanterman-Petris-Short Act Conservatorships. CONTRACTOR shall arrange for the provision of SMHS to persons within Mendocino County.
- (10) COUNTY shall provide 5150 training to all of CONTRACTOR'S subcontractors who will be conducting 5150 assessments. All personnel conducting 5150 assessments

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shall be certified by the Behavioral Health Director. This training shall be conducted yearly to meet State requirements and all subcontractors need to be recertified yearly. Any subcontractor who does not attend the training or does not pass the training shall be unable to conduct 5150 assessments until the matter is rectified.

V. Administrative/Utilization Review Services

A. CONTRACTOR shall provide administrative and utilization review services. CONTRACTOR shall partner with COUNTY to coordinate and/or consolidate existing administrative functions where appropriate. COUNTY anticipates that COUNTY will retain certain functions including fiscal management, client billing to State, Chart Audits/Clinical Review and quality management. COUNTY shall perform oversight of the CONTRACTOR and the contract. CONTRACTOR shall provide the following administrative services to complete the mental health management structure for Mendocino County:

1. Administrative Services

- a. Care management technology
- b. Medi-Cal billing preparation
- c. Compliance management of administrative requirements
- d. Program system/data reports
- e. Subcontractor network development
- f. Subcontractor contracting and contract monitoring
- g. Subcontractor management/relations
- h. MHSA program/services management
- i. Subcontractor fiscal planning and budget monitoring
- j. Subcontractor cost report monitoring and oversight
- k. BHRS/ASO functions, systems and committee integration
- l. BHRS reporting/coordination/communication
- m. BHRS interagency coordination/communication
- n. BHAB, National Alliance on Mental Illness (NAMI) stakeholder relations
- o. Community relations

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2. Utilization Review Services

- a. Client eligibility verification
- b. Medical necessity determination
- c. Service authorization
- d. Lockouts
- e. Utilization management
- f. Quality/outcome management
- g. Compliance management of utilization review services
- h. Clinician/agency credentialing

3. CONTRACTOR's contracts with subcontractors shall be developed, negotiated and managed by the CONTRACTOR. A CONTRACTOR's representative shall consult with Mendocino County Counsel regarding requirements and safeguards necessary for inclusion into each network subcontractor agreement. CONTRACTOR shall be responsible for contract management and shall be the point of contact between subcontractors and COUNTY. CONTRACTOR shall maintain regular and routine communication with the Behavioral Health Director to report progress, solve problems, coordinate resources, provide information and maintain relationships.

VI. Subcontracts

- A. CONTRACTOR shall maintain and monitor a network of appropriate subcontractors that are supported by written contract. CONTRACTOR shall provide COUNTY with a copy of each executed subcontractor contract, at least yearly. In all contracts, CONTRACTOR and subcontractor must comply with the requirements of 42 C.F.R. § 438.214. CONTRACTOR shall ensure all subcontractors adhere to the COUNTY policies and procedures.
- B. CONTRACTOR shall not discriminate in the selection, or reimbursement, of any subcontractor who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. CONTRACTOR shall ensure that subcontractors adhere to the COUNTY policy and procedure for selection, retention, credentialing, and re-credentialing of subcontractors.
- C. CONTRACTOR shall give written notice of the reason for deciding not to contract with a specific subcontractor or groups of subcontractors. A copy of the notice shall be provided to COUNTY.

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- D. CONTRACTOR shall comply with California Code of Regulations (CCR) Title 9 § 1830.215 in the selection of subcontractors. Subcontractors shall maintain compliance with all MHP, State and Federal requirements. If a subcontractor does not maintain compliance CONTRACTOR shall issue a corrective action plan. COUNTY shall be notified when a subcontractor is failing to comply with requirements. CONTRACTOR shall provide COUNTY with a copy of the corrective action plan provided to subcontractor. CONTRACTOR shall continue to work with subcontractor until subcontractor is in compliance with requirement or subcontractor's services have been terminated. CONTRACTOR shall keep COUNTY informed throughout the corrective action process.
- E. CONTRACTOR shall ensure that subcontractors only use licensed, registered, or waived staff acting within their scope of practice for services which require a license, waiver, or registration.
- F. CONTRACTOR shall ensure that all subcontractor sites meet the requirements for Medi-Cal certification. COUNTY shall certify all subcontractors and recertify every three years. COUNTY shall conduct annual site reviews to verify that all subcontractors are in compliance with Medi-Cal site certification requirements. Any subcontractor found out of compliance shall receive a corrective action plan from COUNTY. COUNTY shall provide to CONTRACTOR a copy of any corrective action plan issued to a subcontractor. Failure to comply with the corrective action plan may result in termination of subcontractors Medi-Cal certification.
- G. CONTRACTOR shall assure that no subcontractor is on a list excluding them from billing Medi-Cal, such as:
1. Office of General Inspector General List of Excluded Individuals/Entities (LEIE).
 2. DHCS Medi-Cal List of Suspended or Ineligible Subcontractors
 3. Excluded Parties List System (EPLS)
 4. Social Security Death Master List
 5. Verification of licensure without restrictions
 6. National plan and subcontractor Enumeration System (NPPES)
- H. CONTRACTOR shall run monthly checks on the exclusion list sites, as directed by the COUNTY, and provide COUNTY monthly reports.

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- I. CONTRACTOR shall include in subcontractor contracts the following:
 1. Anticipated number of Medi-Cal eligible clients.
 2. Expected utilization of services.
 3. Number and types of subcontractors in terms of training, experience and specialization needed to meet expected utilization.
 4. Number of subcontractors who are not accepting new clients.
 5. Geographic location of subcontractors and their accessibility to clients, considering distance, travel time, means of transportation ordinarily used by Medi-Cal recipients and physical access for disabled clients.
 6. Specific language stating the subcontractor is required to comply with all Federal, State & COUNTY requirements, regulations, and MHP policy and procedures for SMHS. This includes notification to COUNTY in a timely manner according to code provisions of Special Incidences, and communicating in writing to COUNTY throughout the process with status updates and outcomes.

- J. CONTRACTOR shall have a certification protocol for all subcontractors to ensure their capacity and capability for meeting the full requirements of the Mendocino County MHP. CONTRACTOR shall be responsible for financial and billing reconciliation, including cost reports, allowable costs, federal cost report compliance, etc. for all subcontractors.

- K. CONTRACTOR shall ensure that all subcontractors use an EHR. The EHR allows subcontractor to enter client data, upload clinical documents, enter progress notes, and track outcome data. EHR also allows CONTRACTOR to access various reports, to assist in monitoring:
 1. Subcontractor scheduling and productivity
 2. Intensity and duration of services
 3. Demographic data
 4. Clinical data
 5. Service utilization
 6. Level of placement
 7. High-cost beneficiaries

- L. CONTRACTOR shall have a Chief Psychiatrist (licensed psychiatrist) who will be available to provide medical consultation as needed. CONTRACTOR's Chief Psychiatrist shall also assist with emergency ex partes, as needed. CONTRACTOR's Chief Psychiatrist shall have particular focus on medication, assessment, consultation, inpatient denials, appeals, and assist with recommendations for further treatment.

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DEFINITION OF SERVICES

- M. CONTRACTOR shall be responsible for sending notification letters to clients, if a subcontractor terminates their contract with CONTRACTOR or CONTRACTOR terminates contract with COUNTY.

VII. Monthly, Quarterly and Annual Reporting

- A. CONTRACTOR shall provide monthly, quarterly, and annual reports. The CONTRACTOR shall fully cooperate with BHRS and promptly provide all information pertaining to any aspect of the MHP when requested.
- B. CONTRACTOR shall provide COUNTY with information and reports as required, including, but not limited to, the following information:
1. Annual MHP and budget.
 2. Annual program report.
 3. Annual cost report - Cost Report Template Excel forms for CONTRACTOR and all subcontractors for current fiscal year with back up documentation (Invoices, Worksheets, Profit and Loss with Assets and Liabilities, Depreciation Schedule of Facilities and Equipment associated with this contract.).
 4. Monthly program report to BHAB.
 5. Monthly and quarterly claim submissions; no more than one (1) quarter in arrears.
 6. Quarterly CSS Demographic Reports for all CSS programs.
 7. Fiscal Year full Expenditure Detail Report by CSS Programs submit to BHRS (including receipts, invoices, vouchers, etc. to back up the expenditures that are entered in the Fiscal Report).
 8. Fiscal Year full Expenditure Detail Report by PEI Programs submit to BHRS (including receipts, invoices, vouchers, etc. to back up the expenditures that are entered in the Fiscal Report).
 9. PEI Quarterly Demographic Reports for all PEI programs.
 10. Maintain and submit to BHRS a semiannual list of all CONTRACTOR and subcontractor cultural and linguistic skills and training.
 11. Report on utilization funds compared to Plan of Services as requested.
 12. Tracking Access/Crisis Log due by the 10th of the month following the occurrence.
 13. Access Log Monthly totals page, includes year-to-date information due by the 10th of the month following the occurrence.
 14. Outpatient timeliness to Authorization Report due by the 10th of the month following the occurrence.

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DEFINITION OF SERVICES

15. Outpatient Treatment Authorization Request (TAR) log (included hard copies of original TAR) due by the 10th of the month following the occurrence.
 16. Hospitalization Log including exit interview data done within seven (7) days of hospital exit, due by the 10th of the month following the occurrence.
 17. Hospital Report including charts/graphs, year-to-date which has admission average length of stay, readmission within thirty (30) days data, due by the 10th of the month following the occurrence.
 18. Copies of NOABDs, due monthly.
 19. Quarterly Training Log.
 20. Annual Statements of disclosure of ownership, control, and relationship information, managing employees, including agents and managing agents from both CONTRACTOR and subcontractor, as required in CRF, title 42, § 455.1012 and 455.104, and in the MHP Contract, Program Integrity Requirements.
 21. Diagnosis/Periodic Update Form (DPU) as occurs.
 22. Monthly closing summary of all cases closed which includes the name of the client, date of birth, chart number and the effective close date.
 23. Updated Network Adequacy Certification Tool quarterly. The report shall include Organizational Provider data, Individual Provider data and Providers providing services outside of certified provider sites.
 24. Quarterly utilization of Language Line data for all subcontractors. Data shall be separated by month and service provided in the following categories:
 - a. 24/7 telephone numbers
 - b. Face to face encounters
 - c. Telehealth or telephonic service encounters
 25. Any other data or cost reports, as requested.
 26. COUNTY may develop reporting instruments to facilitate evaluation and monitoring during the term of this agreement and with input from CONTRACTOR. Upon implementation of these reporting instruments, CONTRACTOR shall comply with the established requirements.
- C. COUNTY reserves the right to add performance indicators to the submission packet by informing the CONTRACTOR of new indicator requirements by letter from the Behavioral Health Director. The CONTRACTOR agrees to submit all performance indicators to COUNTY within thirty (30) days of receipt of the letter from COUNTY.

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DEFINITION OF SERVICES

- D. CONTRACTOR shall provide COUNTY with a monthly “Operational” Cost Report using the most recent data. The Operational Cost Report will be used to track against the interim rate for less future audit reconciliation variation, and to produce an Official Annual Cost Report of Community Based Organizations. Community Based Organizations are those that provide Medi-Cal services contracted with the Administrative Service Organization for services under the Mental Health Plan. The Official Annual Cost Report will be in the State approved format, for submission to the State of California, DHCS.

VIII. Technical Assistance and Training

- A. CONTRACTOR agrees to be subject to oversight reviews within each sub-heading:

1. Programmatic:

CONTRACTOR agrees to be subject to oversight reviews of programmatic service provision that satisfy DHCS, Program Oversight and Compliance Reviews and External Quality Reviews. These reviews evaluate the following, but are not limited to:

- a. Access
- b. Point of authorization
- c. Client protection
- d. Target population service provision
- e. Interface with physical health care
- f. Program integrity
- g. Quality improvement
- h. Service provision
- i. Data management
- j. Penetration rates and approved claim dollars per client
- k. Process barriers
- l. Race/ethnicity penetration rates

2. Financial

- a. CONTRACTOR shall make available to COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to COUNTY. CONTRACTOR shall furnish to COUNTY, within

EXHIBIT A – PAGE 31

DEFINITION OF SERVICES

sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

- b. CONTRACTOR and subcontractors shall be required to attend all mandatory COUNTY Technical Assistance and Training. COUNTY shall provide Technical Assistance and Training to ensure that CONTRACTOR complies with all components of Medi-Cal and Medicaid requirements including but not limited to:

- (1) Certified public expenditures
- (2) Funding, reporting and contract requirements
- (3) Compliance
- (4) Cultural Competency
- (5) 5150 Certification
- (6) Invoice training
- (7) Medi-Cal match training
- (8) Medi-Cal services training
- (9) Medi-Cal medical necessity training
- (10) Local, State and Federal laws, codes and regulations related to the provision of Medi-Cal services
- (11) Full Service Partnership
- (12) Mandated Reporting
- (13) Documentation training and supervisory documentation review and compliance to regulations
- (14) Redwood Coast Regional Centers

IX. Health Care Reform

- A. CONTRACTOR shall collaborate with BHRS to participate, upon request, in the planning, coordination and implementation of the following Health Care Reform elements, including, not limited to:
1. Health systems service integration including, but not limited to, primary care and behavioral health (mental health and substance abuse) services
 2. Establishment of the "Medical Home"
 3. Medi-Cal Expansion
 - a. Outreach and engagement to facilitate client enrollment and maintenance of benefits.

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DEFINITION OF SERVICES

4. Clinical and Fiscal Outcomes

- a. Monitor and measure the achievement of quality clinical and fiscal outcomes while reducing costs through the management and delivery of integrative care

X. Memorandums of Understanding

- A. CONTRACTOR shall participate in the development and/or maintain with COUNTY and other parties the following MOU's:

1. COUNTY Substance Use Disorders Treatment
2. Justice System
3. Medical Hospitals
4. Community Health Centers
5. Law Enforcement
6. Public Guardians Office

XI. Compliance

- A. The COUNTY is accountable for any functions and responsibilities that it delegates to CONTRACTOR. COUNTY shall evaluate CONTRACTOR's ability to perform the activities prior to delegation. CONTRACTOR shall not delegate any activities to subcontractors.
- B. CONTRACTOR shall prepare a System Design Structure Report that describes the CONTRACTOR's SMHS delivery system, including all of the following:
 1. Proposed goals and objectives for the delivery system;
 2. Written description and/or outline of how the requirements specified in each section of the Scope of Work (Exhibit A) have been met; and for those requirements pending completion, a timeline for completion and the manner in which the requirements will be met;
 3. Identification and description of the roles of all subcontractors and other organizations providing services on behalf of or to CONTRACTOR;
 4. Written description and flow chart for the referral and service delivery framework involving ASO and subcontractors delivering mental health and any other services specified in the Scope of Work; and,
 5. Written description of the CONTRACTOR's mental health system interfaces, including services delivered to and by other systems, including community

EXHIBIT A – PAGE 33

DEFINITION OF SERVICES

hospitals, community health centers and other health care subcontractors in the County, and the County jail and justice system.

- C. The System Design Structure Report shall be due in a final form from CONTRACTOR no later than ninety (90) days from start date of this contract. The report shall be provided in written format and delivered to the Behavioral Health Director. BHRS, in its sole discretion, shall have the right to review and approve CONTRACTOR's System Design Structure report and require modification of such report. If modifications are required, the Behavioral Health Director shall meet with CONTRACTOR to discuss the requested modifications. Following BHRS approval of CONTRACTOR's System Design Structure Report, BHRS shall within ten (10) days provide written notice of approval to CONTRACTOR.
- D. CONTRACTOR shall provide a compliance officer, in coordination with COUNTY, and comply with Federal and State compliance program requirements. CONTRACTOR shall assure that all subcontractors comply with the compliance plan and that there are tools and protocols in place for ongoing compliance review. All clinical documentation shall meet Medi-Cal (Title IX) standards and EPSDT requirements. Internal systems shall be employed to monitor strict compliance with all requirements to meet standards and regulations with service authorizations, service delivery, documentation, and billing.
- E. CONTRACTOR's program policies, procedures and protocols, as related to client services and as shown in Exhibit A shall be reviewed and revised to reflect the requirements set forth by the Mendocino County MHP.
- F. CONTRACTOR acknowledges, and understands all current requirements of DHCS for the provision of SMHS. Such requirements include the following agreements, but are not limited to:
 - 1. MHP Performance Agreement
 - 2. Medi-Cal Services Agreement
 - 3. Managed Care Services Agreement
 - 4. MHSA Agreement
- G. CONTRACTOR shall meet the standards of said agreements referenced above as well as all successor agreements between the COUNTY and DHCS during the term of this Agreement.
- H. COUNTY shall operate a confidential phone line for calls regarding suspected fraud and compliance issues and shall respond to each call in a timely manner. All calls shall be recorded in a compliance log. CONTRACTOR shall post in all locations the compliance poster that includes the phone number.

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DEFINITION OF SERVICES

- I. 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. In no event shall the County be obligated to pay CONTRACTOR for any Short-Doyle/Medi-Cal services where Medi-Cal has been denied, disallowed or refused as payment for services by State or Federal authorities.
- J. All services disallowed are to be reimbursed by CONTRACTOR to COUNTY within thirty (30)-days of the notice of disallowance.
- K. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of COUNTY, in the sole discretion of COUNTY. For any finding of CONTRACTOR'S non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing and ask for a written response within five (5) working days. If the identified non-compliance issue has not been resolved through response from CONTRACTOR, then COUNTY shall request in writing CONTRACTOR submit a Corrective Action Plan to correct the area of non-compliance and shall define the timeframe and measurability for each item listed within such Corrective Action Plan. COUNTY shall respond within sixty (60) days of receipt of CONTRACTOR'S Corrective Action Plan. Following such notification by COUNTY, should CONTRACTOR'S Corrective Action Plan and/or CONTRACTOR'S performance of such Plan fail to satisfy COUNTY that CONTRACTOR has complied with the requirements of this Exhibit A, COUNTY may withhold monthly payments for Administration/Utilization Review pending determination by COUNTY that CONTRACTOR'S Corrective Action Plan and/or performance meets COUNTY requirements. Should COUNTY determine that CONTRACTOR'S non-compliance has not been addressed to the satisfaction of COUNTY for a period of sixty (60) days or more from the date of notice by COUNTY of the required Corrective Action Plan by CONTRACTOR, COUNTY may impose a penalty of five percent (5%) of the monthly amount otherwise payable to CONTRACTOR for Administration/Utilization Review for each month following the sixty (60) day time period that CONTRACTOR'S non-compliance continues. Failure to meet compliance requirements may lead to termination of this contract by the COUNTY with a ninety (90) day written notice, when non-complaint issues continue and the Corrective Action Plan has not been successfully completed within the allotted timeline.

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DEFINITION OF SERVICES

XII. 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.

XIII. 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" 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 agrees to gather completed Disclosure of Ownership forms from any and all subcontractors who are providing Medi-Cal specialty mental health services and provide a copy of forms to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT AND COST SETTLEMENT TERMS

COUNTY shall reimburse CONTRACTOR for administrative fees, and Specialty Mental Health Services provided to all medically eligible clients as per the following instructions:

1. Specialty Mental Health Services and Mental Health Services Act (MHSA) funding shall mean the projected amounts of Realignment and MHSA funding received by Mendocino County from the State to provide: (1) required Medi-Cal Specialty Mental Health Services; (2) specified qualifying services to non-Medi-Cal eligible individuals; and (3) MHSA programs and services. Funding provided by COUNTY during the term of this Agreement is subject to increase, decrease, or not change upon sole discretion of COUNTY. All funding amounts shall be determined by COUNTY.
2. CONTRACTOR shall provide or arrange for the provision of services as directed by the Mendocino County Behavioral Health Director, and in compliance with the Mendocino County Mental Health Plan Contract with the State of California and the California MHSA Plan. Funding sources shall include 1991 Realignment, 2011 Realignment Behavioral Health Subaccount, and MHSA.
3. COUNTY shall provide reimbursement for Administrative Services, Utilization Review Services, Specialty Mental Health Services and MHSA Programs as follows:
 - a. Administrative Services are funded by 1991 Realignment. Funds shall be used only to reimburse direct and indirect costs necessary for the administration of the provision of Specialty Mental Health Services. Actual costs shall be reimbursed quarterly within forty-five (45) days of receipt of a complete and accurate invoice. Reimbursement for the cost of Administrative Services for FY 18-19 shall not exceed Two Hundred Thirty-Four Thousand Dollars (\$234,000). CONTRACTOR shall submit a quarterly invoice that includes allowable direct and indirect costs per Office of Management and Budget Circular A-87. Invoices shall include compensation for employees for the time specifically devoted to the support of MHP funded programs and the Administrative Services identified in this Agreement. Direct costs also include materials acquired, consumed, or expended; equipment and other approved capital expenditures, and travel expenses incurred specifically to carry duties and obligations of the MHP funded programs. Allowable indirect costs include facility costs and the cost of

EXHIBIT B – PAGE 2

PAYMENT AND COST SETTLEMENT TERMS

- services provided by other staff (i.e., HR, IT) to employees devoted to the MHP funded programs.
- b. Utilization Review Services are funded by 1991 Realignment. Funds shall be used only for the purposes of utilization review services and shall be reimbursed quarterly within forty-five (45) days of a complete and accurate invoice based on actual cost with maximum annual reimbursement not to exceed Three Hundred Twenty-Three Thousand Five Hundred Dollars (\$323,500). CONTRACTOR shall submit costs on form MC1982C SMHS.
 - c. COUNTY shall submit Medi-Cal billable services received from the CONTRACTOR to allow the COUNTY to draw down FFP dollars from the State for the CONTRACTOR for Short-Doyle Medi-Cal Eligible Services. COUNTY agrees to remit the FFP payment related to State approved claims to CONTRACTOR within sixty (60) days of receipt of payment from 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 fully reimbursed 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. Maximum annual reimbursement for Specialty Mental Health Services not to exceed One Million Five Hundred Twenty-Six Thousand Three Hundred Thirteen Dollars (\$1,526,313) for Fiscal Year (FY) 2018-19. 2011 Realignment for Specialty Mental Health Services claims shall be distributed quarterly beginning in July 2018 as scheduled:
 - i. July 9, 2018
 - ii. October 12, 2018
 - iii. January 11, 2019
 - iv. April 12, 2019
 - d. MHSA Services and Programs are funded by MHSA and shall be used in accordance with MHSA laws and regulations. CONTRACTOR shall provide COUNTY with copies of all MHSA contracts executed by CONTRACTOR. COUNTY shall reimburse CONTRACTOR for MHSA expenditures on a quarterly basis. Maximum annual reimbursement for MHSA services is not to exceed Two Million Two Hundred Fifty-Seven Thousand Six Hundred Eighty-Seven Dollars (\$2,257,687) for FY 2018-19. COUNTY shall reimburse CONTRACTOR within forty-five (45) days of receipt of:

EXHIBIT B – PAGE 3

PAYMENT AND COST SETTLEMENT TERMS

- i. Complete and accurate spreadsheet reporting PEI and CSS expenditures by Provider with services categorized by Adult and Children.
- ii. Monthly invoices for PEI and CSS costs from each provider for the quarter being billed.
- iii. Complete and accurate spreadsheet reporting MHSA Flex Fund expenditures by Provider with services categorized by Adult and Children.
- iv. Monthly invoices for MHSA Flex Fund for the quarter being billed.
- v. Quarterly Expenditure Summary reports with MHSA reported on the Other Contract Services area.
- vi. Final end of year Expenditure Summary Actual Reports.

Program/Services	Funding Source	Quarterly	Maximum Payable
Specialty Mental Health Services	2011 Realignment	\$381,578.25	\$1,526,313.00
MHSA PEI, CSS	Mental Health Services Act	\$564,421.75	\$2,257,687.00
Subtotal		\$946,000.00	\$3,784,000.00
Federal Financial Participation(match)			\$3,000,000.00
Total			\$6,784,000.00

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PAYMENT AND COST SETTLEMENT TERMS

RQMC ASO reimbursement ASO Contract			
Program/Services	Funding Source	Quarterly	Maximum Payable
Administration	1991 Realignment	\$46,000.00	\$184,000.00
Ancillary Admin Support Services		\$12,500.00	\$50,000.00
Utilization Review / Quality Assurance	1991 Realignment	\$80,875.00	\$323,500.00
System of Care Contract Monitoring Fee		\$15,000.00	\$60,000.00
Total		\$154,375.00	\$617,500.00
Contract Maximum			\$7,401,500.00

4. CONTRACTOR shall submit Specialty Mental Health Medi-Cal Services claims in electronic files in a HIPAA compliant format to COUNTY as expeditiously as possible, and no later than sixty (60) days after the end of the month during which services were rendered (i.e. billing for services rendered in May would be due no later than July 31). Claims submitted by CONTRACTOR in excess of one hundred eighty (180) days from date of service shall be reviewed with the Behavioral Health Director and Behavioral Health Fiscal Manager for justification 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. The Behavioral Health Director shall meet with CONTRACTOR to allow CONTRACTOR to provide justification for late payment. If late submission is not approved, CONTRACTOR shall be responsible for payment to any subcontractors owed reimbursement for services subject to such late billing.
5. COUNTY shall submit Medi-Cal billable services received from the CONTRACTOR to draw down FFP dollars from 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 fully reimbursed by CONTRACTOR for the total claimed amount of all services

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PAYMENT AND COST SETTLEMENT TERMS

- disallowed by State and/or County audit and/or review within thirty (30) days of the notice of disallowance.
6. CONTRACTOR shall work with COUNTY to develop a Plan of Services, in a COUNTY provided format. CONTRACTOR shall submit the Plan of Services to COUNTY by September 30, 2018 for the Fiscal Year. The Plan of Services shall include all phases of services, projected age groups, expected budgeted components and justification for all planned expenditures for approval by the Behavioral Health Director, and Health and Human Services Agency Assistant Director of Administration. The parties agree that all changes approved/assigned by the Behavioral Health Director shall take effect no later than forty five (45) days from the approval date of such change.
 7. Prior to CONTRACTOR making any changes in payment rates of any amount and/or changes of more than five percent (5%) to total budget amounts allocated to subcontractors proportionate to the previous fiscal year, CONTRACTOR shall submit for approval to the Behavioral Health Director all such proposed changes.
 8. CONTRACTOR shall comply with all direction(s) from the Behavioral Health Director and all policies, procedures, letters and notices of the County of Mendocino Mental Health Plan, MHSA Plan, and the California Department of Health Care Services (DHCS). CONTRACTOR agrees to utilize all funds in accordance with the terms of this Agreement, and State and Federal healthcare funding laws and regulations. Funds shall not be used for lobbying or other administrative activities not related to the delivery of services under the Mental Health Plan.
 9. CONTRACTOR shall provide COUNTY with a monthly "Operational" Cost Report using the most recent data. The Operational Cost Report will be used to track against the interim rate for less future audit reconciliation variation, and to produce an Official Annual Cost Report of Community Based Organizations. Community Based Organizations are those that provide Medical services contracted with the Administrative Service Organization for services under the Mental Health Plan. The Official Annual Cost Report will be in the State approved format, for submission to the State of California, DHCS.
 10. COUNTY shall conduct quarterly reviews of CONTRACTOR's interim rates with CONTRACTOR's monthly Operational Cost Reports to maintain interim

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PAYMENT AND COST SETTLEMENT TERMS

rates that align with COUNTY cost. COUNTY shall also review CONTRACTOR's Annual Cost Report to establish interim rates with CONTRACTOR. COUNTY shall consult with CONTRACTOR to determine possible adjustments and/or actions to be used for Cost Report reconciliation. CONTRACTOR shall provide COUNTY a copy of each contract negotiated with an outside provider within thirty (30) days of contract completion.

11. CONTRACTOR is responsible for the submission of all subcontractor cost reports by October 31, 2019. Cost reports must be completed using the appropriate templates and in accordance with the annual DHCS Fiscal Year Cost Report Policy Information Notice. Cost Reports shall include all services delivered through June 30 of FY 18-19. Settlement to cost will be made through the submission and acceptance of the Cost Reports in accordance with federal Medicaid requirements and the approved Medicaid State Plan and Waivers.

If the CONTRACTOR is out of compliance with the Cost Report submission requirements under any previous Agreement, CONTRACTOR agrees that funds to be distributed under the terms of this Agreement shall be withheld until such time as CONTRACTOR submits acceptable Cost Report(s).

Acceptable Cost Reports are Cost Reports that comply with State guidelines and are deemed complete by the COUNTY.

12. The compensation payable to CONTRACTOR shall be dependent on CONTRACTOR satisfying all components of this Agreement and all direction from the Behavioral Health Director, the State/County Mental Health Plan, the MHPSA Plan, CFR 42 of Federal Regulations, California Title IX, Exhibit A and Exhibit B as directed within this Agreement.

[END OF PAYMENT TERMS]

Mendocino County Contract with
Redwood Quality Management
Company
for
Medication Management

Exhibits A and B

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall provide for the provision of the Mental Health Plan (MHP) Specialty Mental Health Medication Support Services on behalf of the County of Mendocino to eligible Medi-Cal beneficiaries of Mendocino County within the Scope of Services defined in this contract and pursuant to the Medication Support Payment Terms in Exhibit B. ~~Contractor~~ CONTRACTOR shall provide Specialty Mental Health Medication Support Services that are adequate for the anticipated number of clients that will be served by the MHP.

I. Provision of Service

- A. CONTRACTOR shall arrange, provide, and pay for all medically necessary covered Specialty Mental Health Medication Support Services to beneficiaries, as defined for the purpose of this contract.
- B. CONTRACTOR shall ensure that all medically necessary covered Specialty Mental Health Medication Support Services are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the service is furnished.
- C. CONTRACTOR shall, to the extent feasible, provide allow a beneficiary choice to choose of the professional providing the services ~~to the extent feasible.~~

II. Availability and Accessibility of Services

- A. CONTRACTOR shall ensure the availability and accessibility of adequate numbers of medication support prescribers. At a minimum, CONTRACTOR shall:
 - 1. Maintain and monitor an appropriate number of medication support prescribers that is sufficient to provide adequate access to services covered under this contract. CONTRACTOR must take into consideration all of the following:
 - a. Anticipated number of Medi-Cal eligible clients.
 - b. Expected utilization of services.
 - c. Expected number and type of prescribers, including cultural competency of prescribers.
 - d. Notifying County if not accepting new beneficiaries.
 - e. Geographic location of prescribers and their access to beneficiaries.
 - f. Whether prescribers are credentialed for the services being provided.
 - 2. If CONTRACTOR determines that it is unable to arrange for and provide medication support services as outlined under this contract, CONTRACTOR shall notify COUNTY in writing. CONTRACTOR shall work with COUNTY to

develop a plan for the provision of services to meet the MHP requirements set forth in this contract that CONTRACTOR has identified it cannot fulfill.

- B. CONTRACTOR shall comply with COUNTY requirements for timely access to services. CONTRACTOR shall:
1. Meet the COUNTY standards for timely access to care and services, taking into account the urgency of need for services.
 2. Provide hours of operations during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the subcontractor offers services to non-Medi-Cal beneficiaries.
 3. Provide monthly timeliness access reports to COUNTY.

III. Quality Assurance / Quality Improvement

A. Quality Management

1. CONTRACTOR shall adhere to COUNTY Quality Management program which defines the structure and operational processes, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) of improvement.
2. CONTRACTOR and COUNTY shall conduct performance monitoring activities throughout CONTRACTOR'S operations. These activities shall include, but are not to be limited to, beneficiary system outcomes, utilization management, utilization review, credentialing, and monitoring and resolution of beneficiary grievances.
3. CONTRACTOR shall assure that no provider is on a list excluding them from billing Medi-Cal, such as:
 - a. Office of General-Inspector General List of Excluded Individuals/Entities (LEIE).
 - b. Department of Health Care Services (DHCS) Medi-Cal List of Suspended or Ineligible Subcontractors
 - c. Excluded Parties List System (EPLS)
 - d. Verification of licensure without restrictions
 - e. National plan and subcontractor Enumeration System (NPPES)
 - f. Social Security Administration's Death Master File
4. CONTRACTOR shall run monthly checks on the exclusion list sites, as directed by the COUNTY, and provide COUNTY monthly reports.
5. CONTRACTOR shall have a certification protocol for all providers to ensure their capacity and capability for meeting the full requirements of the

Mendocino County MHP. CONTRACTOR shall be responsible for financial and billing reconciliation, including cost reports, allowable costs, federal cost report compliance, etc.

6. CONTRACTOR, in coordination with COUNTY, shall ensure coordination of care with community health centers, law enforcement, county jail, acute care hospitals, Public Guardian, Substance Use Disorders Treatment, and any other identified entity by COUNTY.
7. CONTRACTOR shall track underutilization of services and overutilization of medication support services. CONTRACTOR shall provide monthly reports to the COUNTY on the underutilization and overutilization of medication support services.
8. CONTRACTOR shall resolve any identified service delivery problems and take effective action when improvement is required or desired. COUNTY shall be notified by CONTRACTOR of any service delivery problems and the steps being taken by CONTRACTOR to resolve the identified problem.
9. CONTRACTOR shall participate in the COUNTY and State required beneficiary/family satisfaction surveys. CONTRACTOR shall submit to COUNTY all surveys by the due date. CONTRACTOR shall work with COUNTY to use the data to identify trends and opportunities for improvement.
10. CONTRACTOR shall adhere to the COUNTY and MHP requirements with beneficiary grievances, appeals, fair hearings, and change of provider requests. CONTRACTOR shall provide COUNTY original copies of beneficiary grievances, appeals, fair hearings, and change of provider requests. COUNTY shall work with CONTRACTOR, as appropriate, to resolve all beneficiary problem resolution matters. CONTRACTOR shall work with COUNTY to use the data to identify trends and opportunities for improvement.
11. CONTRACTOR shall establish processes to ensure compliance with COUNTY and MHP requirements
12. CONTRACTOR shall assure that all relevant cultural and linguistic standards of care are incorporated into service delivery.
 - a. CONTRACTOR shall have evidence of culture-specific programs or referrals to community-based, culturally-appropriate, and non-traditional mental health subcontractors.
 - b. CONTRACTOR shall have evidence of the availability, as appropriate, of alternatives and options that accommodate the individual preference of clients.
13. CONTRACTOR shall participate in the Department of Health Care Services

reviews, if requested. In preparation for reviews, CONTRACTOR shall provide COUNTY all requested information and data to maintain in compliance. Information and data may be requested monthly to remain in compliance with set standards.

B. Quality Improvement

1. CONTRACTOR shall make continuous quality improvements to assure the appropriateness and effectiveness of Specialty Mental Health Medication Support Services and meet the needs of the beneficiary. CONTRACTOR shall design and implement interventions for improving performance, and measure the effectiveness of interventions.
2. CONTRACTOR shall assure that all identified issues are tracked over time and reported to the COUNTY.
3. CONTRACTOR shall provide ongoing monitoring of the accessibility of medication support services as evidenced by:
 - a. Timeliness of routine medication support services appointments
4. CONTRACTOR shall participate in the External Quality Review (EQR) annually, if requested. In preparation for the review, CONTRACTOR shall provide COUNTY with all requested information and data to complete the EQR requirements. EQR data shall be requested monthly by COUNTY to remain in compliance with set standards and goals. EQR focus areas are categorized as follows:
 - a. Service delivery capacity
 - b. Service delivery system and meaningful clinical issues
 - c. Service accessibility
 - d. Continuity of care and coordination of care
 - e. Beneficiary satisfaction

C. Utilization Management

1. CONTRACTOR shall be responsible for assuring that beneficiaries have appropriate access to medication support services. CONTRACTOR shall assess the capacity of service delivery and accessibility of services to beneficiaries; this includes monitoring the number, type and geographic distribution of medication support services. This information shall be provided to COUNTY monthly.
2. CONTRACTOR shall evaluate medical necessity appropriateness and efficiency of services provided to beneficiaries. CONTRACTOR shall track utilization of data to show client outcomes and performance indicators over time. CONTRACTOR shall track patterns, trends, and outlier data and monitor post care outcomes to assess effectiveness of care and services.

CONTRACTOR shall provide to COUNTY all requested information and data, as needed.

3. CONTRACTOR shall issue Notices of Action (NOA), per the MHP requirements, within the timeframe set forth in 42 C.F.R. 438.404(c). A copy of every NOA sent shall be provided to COUNTY. NOAs shall be provided to the COUNTY monthly.
4. CONTRACTOR shall use COUNTY approved clinical documentation and forms. CONTRACTOR shall obtain approval from COUNTY Mental Health Director or designee before using a new clinical documentation or form that would be subject to review or audit by the State of California or Federal Government. Failure by CONTRACTOR to obtain COUNTY approval may result in the inability of CONTRACTOR to bill for services.
5. COUNTY shall conduct regular clinical chart audits. COUNTY shall notify CONTRACTOR in writing the audit results. Corrective Action Plans shall be required for any items found out of compliance during chart audits.
6. CONTRACTOR shall monitor the amount of time from initial request for services to first billable visit. These data shall be analyzed and findings reported on a monthly basis to the Behavioral Health Advisory Board and Quality Improvement Committee.

IV. Specialty Mental Health Medication Support Services

A. Services

1. CONTRACTOR shall determine eligibility for services and medical necessity. When Mendocino County residents access medication support services they will be provided with "no wrong door" access to avoid delays or long waits for mental health service regardless of where they live within Mendocino County, without regard to their financial ability, and in compliance with Mendocino County MHP rules and regulations for services. If requested, Medi-Cal beneficiaries shall receive a screening and, if initial screening indicates, shall receive further assessment. A NOA shall be provided to all beneficiaries who, upon initial screening or assessment, do not meet medical necessity criteria. Initial intake screening, assessment, and plan development services shall be readily available in both English and Spanish. Additional resources shall be utilized to accommodate client and families need for services and documents to be provided in their native language. This same accommodation shall be made for those beneficiaries with disabilities.
2. Clients shall be provided with required information pamphlets that include Notice of Privacy Practices, Grievance and Appeal Brochure, Patient Rights Advocate Brochure, Provider List Brochure, Request for Second Opinion

Brochure, Request for Change of Provider Brochure, Your Right to Make Decisions about Medical Treatment, Guide to Medi-Cal Mental Health Services Packet, and Mental Health Plan Brochure.

3. CONTRACTOR shall have a Medical Director (licensed psychiatrist) who will be available to provide medical consultation as needed. CONTRACTOR's Medical Director shall also assist with emergency expartes, as needed. CONTRACTOR'S Medical Director shall have particular focus on medication, assessment, consultation, inpatient denials, appeals, and assist with recommendations for further treatment.
4. Target Mental Health Population: The target population shall consist of Mendocino County Medi-Cal beneficiaries, who meet medical necessity criteria for Mendocino County MHP reimbursement as defined in Title IX, Article 2, Section 1830.205 and 1830.210 and indigent_s who meet medical necessity criteria.
5. Services shall include Mediation Support services that address a beneficiary's mental health needs. Interventions shall be: individualized and designed to diminish impairments and prevent significant deterioration; culturally competent and appropriate, which are sensitive and responsive to cultural and gender differences and special needs; and, delivered without regard to race, religion, national origin, gender, physical disability, or sexual orientation. Beneficiaries shall receive services in accordance with their level of medical necessity and the unique needs. Services shall be guided by an individualized client treatment plan, which shall be reviewed and revised annually.
6. Services shall be available in person and/or through telecommunication. Services shall be timely and accessible, and delivered by licensed professionals who are credentialed according to state requirements.
7. Outcome Measurement Tools: CONTRACTOR shall use the Adult Needs and Strengths Assessment (ANSA) outcome measurement tool. With the ANSA the frequency and intensity of services shall be correlated with outcome measure data. Outcome measure data shall be collected at regular intervals throughout treatment to ensure that services maintain the appropriate level of intensity, frequency, and duration.
8. Medical needs shall be referred to a primary care clinic site within the System of Care network for assessment and treatment. Medical emergencies shall be referred to the appropriate emergency service or to the nearest hospital emergency room.

B. Provide Cultural Competence

1. CONTRACTOR shall provide culturally competent services. CONTRACTOR

shall coordinate with County to comply with annual cultural competency skills training for its staff. CONTRACTOR shall utilize industry experts to augment annual training for target populations in Mendocino County.

2. CONTRACTOR shall submit to COUNTY copies of agendas, sign-in sheets, handouts, and flyers, for cultural competency training provided to CONTRACTOR staff.

C. Assure Consumer Rights

1. CONTRACTOR shall assure that the screening of a consumer for a treatment or service program shall not result in the consumer being deprived of any rights, privileges, or benefits which are guaranteed to individuals by state or federal law. CONTRACTOR shall assure that services are provided in a safe, sanitary, least restrictive and humane environment. All consumers shall have the right to be treated with dignity and respect by CONTRACTOR. CONTRACTOR shall work with the Patient's Rights Advocate to assure proper client interactions and interventions.

D. Maintain Client Records

1. CONTRACTOR shall maintain client records. CONTRACTOR shall identify an individual that is responsible for maintaining the integrity of the 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 prescribers, the Quality Management process, and Mendocino County Behavioral Health and Recovery Services (BHRS). Records that are released to proper authorities, individuals, and others shall be released only with an appropriately signed Release of Information (ROI). 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.
2. CONTRACTOR shall use an electronic health record (EHR). The EHR allows contractor to enter client data, upload clinical documents, enter progress notes, and track outcome data. EHR also allows CONTRACTOR to access various reports, to assist in monitoring:
 - a. Scheduling and productivity
 - b. Intensity and duration of services
 - c. Demographic data
 - d. Clinical data
 - e. Service utilization
 - f. Level of placement
 - g. High-cost beneficiaries

V. Monthly, Quarterly and Annually Reporting

- A. CONTRACTOR shall provide monthly, quarterly, and annual reports. The CONTRACTOR shall fully cooperate with COUNTY BHRS and promptly provide all information pertaining to any aspect of Medication Support Services when requested.
- B. CONTRACTOR shall provide COUNTY with information and reports as required, including, but not limited to, the following information:
 1. Annual Medication Support Services budget
 2. Annual program report
 3. Annual cost report - Cost report Template Excel forms for current fiscal year with back up documentation (Invoices, Worksheets, Profit and Loss with Assets and Liabilities, Depreciation Schedule of Facilities and Equipment associated with this Contract.)
 4. Monthly medication support services report to Mendocino County Mental Health Advisory Board
 5. Monthly and quarterly claim submissions; no more than one quarter in arrears
 6. Maintain and submit to BHRS semiannual list of all providers' cultural and linguistic skills and training.
 7. Copies of Notice of Actions (NOA), due monthly
 8. Quarterly Provider Training Log
 9. Diagnosis/Periodic Update Form (DPU) as occurs
 10. Monthly closing summary of all cases closed which includes the name of the client, date of birth, chart number and the effective close date
 11. Any other data or costs reports, as requested
 12. Mendocino County during the term of this agreement and with input from CONTRACTOR may develop reporting instruments to facilitate evaluation and monitoring. Upon implementation of these reporting instruments, CONTRACTOR shall comply with the established requirements.
- C. COUNTY reserves the right to add performance indicators to the submission packet by informing the CONTRACTOR of new indicator requirements by letter from the Behavioral Health Director. The CONTRACTOR agrees to submit all performance indicators to COUNTY within thirty (30) days of receipt of the letter from COUNTY.

VI. Technical Assistance and Training

- A. CONTRACTOR agrees to be subject to oversight reviews within each sub-heading:
 1. Programmatic:
CONTRACTOR agrees to be subject to oversight reviews of programmatic service provision that satisfy State Department of Health Care Services,

Program Oversight and Compliance Reviews and External Quality Reviews. These reviews evaluate the following, but are not limited to:

- a. Access
- b. Beneficiary protection
- c. Target population service provision
- d. Interface with physical health care
- e. Program integrity
- f. Quality improvement
- g. Service provision
- h. Data management
- i. Penetration rates and approved claim dollars per beneficiary
- j. Process barriers
- k. Race/ethnicity penetration rates

2. Financial

CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

B. COUNTY shall provide Technical Assistance and Training to ensure that CONTRACTOR complies with all components of Medi-Cal and Medicaid requirements including but not limited to:

1. Certified public expenditures
2. Funding, reporting and contract requirements
3. Invoice training
4. Medi-Cal match training
5. Medi-Cal services training
6. Medi-Cal necessity training
7. All Local, State and Federal laws, codes and regulations related to the provision of Medi-Cal services.
8. Mandated Reporting
9. Documentation training and supervisory documentation review and compliance to regulations

VII. Compliance

A. The Mental Health Plan (MHP) oversees and is accountable for any functions and responsibilities that it delegates to any CONTRACTOR and before any delegation evaluates the prospective CONTRACTOR's ability to perform the activities to be delegated.

- B. All clinical documentation shall meet Medi-Cal (Title IX) standards and Early Periodic Screening, Diagnosis, and Treatment (EPSDT) requirements. Internal systems shall be employed to monitor strict compliance with all requirements to meet standards and regulations with service authorizations, service delivery, documentation, and billing.
- C. CONTRACTOR'S program policies, procedures and protocols, as related to client services and as shown in Exhibit A shall be reviewed and revised to reflect the requirements set forth by the Mendocino County's MHP.
- D. CONTRACTOR acknowledges, and understands all current requirements of the California State Department of Health Care Services (DHCS) for the provision of specialty mental health medication support services. Such requirements include the following agreements, but are not limited to:
1. County Mental Health Plan Performance Agreement
 2. Medi-Cal Services Agreement
 3. Managed Care Services Agreement
 4. Mental Health Services Act Agreement
- E. CONTRACTOR shall meet the standards of said agreements referenced above as well as all successor agreements between the COUNTY and DHCS during the term of this Agreement.
- F. CONTRACTOR shall not discriminate in the selection, reimbursement, or indemnification of any staff who is acting within the scope of his or her license or certification under applicable state law, solely on the basis of that license or certification.
- G. CONTRACTOR shall ensure that the sites meet the requirements for Medi-Cal certification. COUNTY shall certify all sites and recertify every three years. COUNTY shall conduct annual site reviews to verify that CONTRACTOR is in compliance with Medi-Cal site certification requirements. If CONTRACTOR is found out of compliance, CONTRACTOR shall receive a corrective action plan from COUNTY. Failure to comply with the corrective action plan may result in termination of CONTRACTOR'S Medi-Cal certification.
- H. COUNTY shall operate a confidential phone line for calls regarding suspected fraud and compliance issues and shall respond to each call in a timely manner. All calls shall be recorded in a compliance log. CONTRACTOR shall post in all locations the compliance poster that includes the phone number.
- I. All services that do not meet medically necessity are not sufficient to achieve the purpose for which the services are furnished and, shall be disallowed. All services disallowed are to be reimbursed by CONTRACTOR to COUNTY within 30-days of the notice of disallowance. Reimbursement for such disallowance

shall include reimbursement of Medi-Cal, MHSA and/or FFP dollars.

- J. CONTRACTOR shall be responsible for sending notification letters to clients, if a CONTRACTOR terminates contract with COUNTY.
- K. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

VIII. Communication Plan

- A. 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.
- B. CONTRACTOR will collaborate with the COUNTY in the development of a specific communication plan, including an immediate short term plan announcing the award of the contract, interviews and feature stories about the transition of services, etc. and a long term plan including, but not limited to, periodic updates, feature stories, and special events.

[END OF EXHIBIT A]

EXHIBIT B

1. COUNTY will pay CONTRACTOR:

CPT CODE	TITLE	Rate
90791	Assessment	\$2.45 per minute
90792	Psychiatric Diagnostic Evaluation with Medical Services	\$4.82 per minute
99201	Evaluation and Management-New Patient	\$4.82 per minute
99202	Evaluation and Management-New Patient	\$4.82 per minute
99203	Evaluation and Management-New Patient	\$4.82 per minute
99204	Evaluation and Management-New Patient	\$4.82 per minute
99205	Evaluation and Management-New Patient	\$4.82 per minute
99201 thru 99205+ 90833 add on code	Evaluation and Management New Patient with 30 minutes of Psychotherapy	Evaluation and Manage \$4.82 per minute, Psychotherapy \$2.45 per minute
99201 thru 99205+ 90836 add on code	Evaluation and Management New Patient with 45 minutes of Psychotherapy	Evaluation and Manage \$4.82 per minute, Psychotherapy \$2.45 per minute
99211	Evaluation and Management-Established Patient	\$4.82 per minute
99212	Evaluation and Management-Established Patient	\$4.82 per minute
99213	Evaluation and Management-Established Patient	\$4.82 per minute
99214	Evaluation and Management-Established Patient	\$4.82 per minute

99215	Evaluation and Management- Established Patient	\$4.82 per minute
99211 thru 99215 + 90833 add on code	Evaluation and Management Established Patient with 30 minutes of Psychotherapy	Evaluation and Manage \$4.82 per minute, Psychotherapy \$2.45 per minute
99211 thru 99215 + 90836 add on code	Evaluation and Management Established Patient with 45 minutes of Psychotherapy	Evaluation and Manage \$4.82 per minute, Psychotherapy \$2.45 per minute
908	General time	\$0.00
H0032	Plan Development	\$2.45 per minute
M96	Client Cancelled	\$0.00
M97	Client Rescheduled	\$0.00
M98	Clinical Staff Cancelled	\$0.00
M99	Missed Med Visit	\$0.00
T1017	Case Management	\$2.20 per minute

2. CONTRACTOR shall in collaboration with COUNTY determine a provisional rate for services based on anticipated costs. Authorization is granted for payment up to, but no more than current State approved Short-Doyle/Medi-Cal Maximum Reimbursement Rate for authorized services. This amount may be revised by the State during the contract period and rate adjustments will be made accordingly.
3. Billing for services is to be completed as per instructions in Mendocino County Mental Health Policy and Procedure, "Claims Processing and Payment to Contract provider under the Mental Health Medi-Cal Managed Care Plan".
4. COUNTY shall reimburse CONTRACTOR at the established provisional rate within 30 days following the submission of invoice.
5. CONTRACTOR shall be liable for any exceptions and shall reimburse COUNTY for any recoupments ordered by the State.
6. CONTRACTOR shall provide COUNTY with an annual COST Report in the appropriate format for submission to the State of California, Department of Health Care Services Medi-Cal reimbursement. This Cost Report will establish the final basis upon which CONTRACTOR will be paid for services provided during the term of the Agreement. Final reimbursement shall not exceed the Department of Health Care Services audited Cost Report and EPSDT claims.

7. COUNTY shall not reimburse CONTRACTOR for services provided to non-Medi-Cal beneficiaries.
8. CONTRACTOR may establish charges permitted for services at the same published rate. Fees shall be based upon the patient's ability to pay as specified under the Uniform Method of Determining Ability to Pay (UMDAP) as developed by the Department of Health care Services.

Payments under this Agreement shall not exceed One Million One Hundred Thousand Dollars (\$1,100,000) for the term of this Agreement.

Behavioral Health Advisory Board Director's Report

July 2018

1. Board of Supervisors:

a) Recently passed items or presentations:

i) Mental Health:

- Approval of Agreement with Willow Glen Care Center to provide Residential Treatment Services for Fiscal Year 18-19.
- Approval of Second Amendment with Crestwood Behavioral Health, Inc. to Increase the Amount of Funding to provide Residential Treatment Services for Fiscal Year 17-18.
- Approval of the Mental Health Services Act Reversion Plan for Innovation, Prevention and Early Intervention, Workforce Education and Training, and Capital Facilities and Technology Needs for Fiscal Years 18-20; and Authorization for the HHS Director or Designee to Sign the Plan, Submit it to the MHSOAC and DHCS, and Implement the Reversion Program Spending Plan.
- Approval of Amendment with XPIO Group Health, LLC to Increase the Amount of Funding to Further Develop the Efficiency and Scope of the NetSmart Avatar Electronic Health Record for Fiscal Years 16-19.
- Approval of Agreement with Redwood Quality Management Company to provide Specialty Mental Health Medication Support Services to Eligible Medi-Cal Beneficiaries for Fiscal Year 18-19.
- Approval of Agreement with Redwood Quality Management Company to Arrange or Manage Specialty Mental Health Services, and Mental Health Services Act Services to Children and Youth Aged 24 and Younger for Fiscal Year 18-19.
- Approval of Agreement with Redwood Quality Management Company to Arrange or Manage Specialty Mental Health Services, and Mental Health Services Act Services to Adults Aged 25 and Older for Fiscal Year 18-19.
- Approval of Agreement with NetSmart Technologies, Inc. to provide the Annual Licensing, Maintenance, and Support for the MyAvatar Electronic Health Record System for Fiscal Year 18-20.
- Presentation on the Current Provision of Mental Health Services in Mendocino County.
- Presentation from the Behavioral Health Board.

ii) Substance Use Disorders Treatment:

- None

b) Future BOS items or presentations:

i) Mental Health:

- Approval of the Agreement with Redwood Community Services to provide Specialty Mental Health Services at Haven House for Fiscal Year 18-19.
- Approval of the Agreement with Anderson Valley Unified School District to Provide Prevention and Early Intervention Services for Fiscal Year 18-19.
- Approval of the Agreement with Casa Serenity, LLC to Provide Residential Care Facilities to Clients with Mental Health Challenges for Fiscal Year 18-19.
- Approval of the Agreement with National Alliance on Mental Illness Mendocino to provide Prevention and Early Intervention Services for Fiscal Year 18-20.

ii) Substance Use Disorders Treatment:

- None

2. Staffing Updates:

June:

a) New Hires:

Mental Health: Department Analyst II
Substance Use Disorders Treatment: 0

b) Promotions:

Mental Health: Acting Program Specialist I
Substance Use Disorders Treatment: Acting Substance Abuse Disorder Treatment Supervisor

c) Departures:

Mental Health: 0
Substance Use Disorders Treatment: 0

3. Audits/Site Reviews:

a) Date occurred and report out of findings:

- DHCS SUDT Site Credentialing of 1120 S. Dora and CWS Site at Yokayo on June 21-22.
 - i. Findings: Reviewer reported BHRS meets all standards.

b) Upcoming/scheduled:

- EQRO Review: August 9 & 10, 2018
- MHSA Audit: Pilot audit from DHCS (one of 4 counties) which expands upon the MHSA portion of the Triennial Audit. August 27-30, 2018.

4. Meetings of Interest:

- a) Joint QIC/MHSA Stakeholder Meeting July 26, 2018; 3:30-5:30 pm, Ukiah Manzanita with video conference to Hospitality Center.

5. Grant Opportunities:

- a) Crisis Counselor Program Regular Services Program – Application submitted.

6. Assisted Outpatient Treatment (AOT), AB 1421/Laura’s Law:

- a) Updates on Program:
 - William Riley AOT Coordinator is accepting and triaging referrals

Referrals to date:	38
Did not meet AOT Criteria:	31
Currently in Investigation/Screening/Referral:	5
Settlement Agreement/Full AOT	2
Other:	0

7. Educational Opportunities/ Information:

- a) Latino Cultural Responsiveness Training with Dr. Ricardo Carrillo.
July 31, 2018; 9 am – 12pm
Atlantic Conference Room, Willits Integrated Services Center
472 East Valley St., Willits, CA
- b) Applied Suicide Intervention Training (ASIST) with Robin Meloche
July 19 & 20, 2018; 8:30 am – 4:30 pm (lunch provided)
Mendocino Community College
1000 Hensley Creek Road, Room 6010, Ukiah, CA
- c) Native HOPE Training (Helping Our People Endure) with Dr. Clayton Small
September 17-19, 2018; 8:30 am-4:30 pm
Consolidated Tribal Health Project
6991 N. State St., Redwood Valley, CA

8. Mental Health Services Act (MHSA):

- a) Innovation:
 - Plan submitted to MHSAOAC with BHAB support letter March 13, 2017.
 - MHSAOAC acknowledged receipt, and will respond to us with 20 questions that need to be answered.
 - Public comment period July 24 – August 13, 2017.

- Approval by Board of Supervisors on September 19, 2017.
- Final presentation to MHSA Oversight and Accountability Commission on October 26, 2017.
- Innovation plan was approved by MHSA Oversight and Accountability Commission on October 26, 2017.
- MHSA Oversight and Accountability Commission Staff Technical Assistance visit was February 7-9, 2018.
- Stakeholder meetings occurring roughly twice monthly Tuesdays 1-3, announcements sent out by RVIHC staff.
- Staffing change: Debra Dockins has left County Service. The MHSA supervisor position is currently unfilled. Karen Lovato and Robin Meloche will be filling the duties until the position is filled.

9. Lanterman Petris Short Conservatorships (LPS):

- a) Number of individuals on LPS Conservatorships = 54

10. Substance Use Disorder Treatment Services:

- a) Number of Substance Use Disorder Treatment Clients Served in May 2018
 - Total number of clients served = 94
 - Total number of services provided = 664
 - Fort Bragg: 7 clients served for a total of 40 services provided
 - Ukiah: 71 clients served for a total of 544 services provided
 - Willits: 16 clients served for a total of 80 services provided

11. Contracts in Process:

- a) Contract Amendment for DHCS Performance Contract (Changing Dates)
- b) Contract Amendment for State/County Wildfires FEMA Contract (Extending Date for Billing)
- c) Redwood Community Services: Perinatal Inpatient Services and Restoration Services Contract

12. Capital Facility Projects:

- a) Orchard Project
 - Aka: SB 82 Wellness Grant, Crisis Residential Treatment, Crisis Center
 - Agency: Redwood Community Services
 - Purpose: One stop crisis campus to include Crisis Residential Treatment
 - Status: Property had been purchased
 - Status Update: Extension granted for use of funds through 2021.
 - Next steps: Development for use

- Funding: SB82 Grant and California Development Block Grant (CDBG)

b) Willow Terrace Project

- Aka: MHSA Housing, Gobbi Street
- Agency: Rural Community Housing Development Corporation
- Purpose: 38 unit apartment complex
- Status: Property acquired, Tax Credits Awarded, BOS approval to sign Loan docs
- Loan and Service Agreement documents finalized. Invoice for disbursement received.
- Next steps: Disburse MHSA funding (by 3/12/18)
- Funding: MHSA Housing, Affordable Housing Program, and California Tax Credit
- Ground breaking ceremony was held on March 29, 2018
- Proposed opening: May 2019

Behavioral Health Recovery Services
 SUDT FY 2017-2018 Budget Summary
 Year to Date as of June 30, 2018

Program	FY 17/18 Approved Budget	EXPENDITURES										REVENUE					
		Salaries & Benefits	Services and Supplies	Other Charges	Fixed Assets	Operating Transfers	Total Expenditures	SAPT Block Grant	2011 Realign	Medi-Cal FFP	Other	Total Revenue	Total Net Cost				
1 SUDT Overhead	0										-	765,241			34,980	800,220	(800,220)
2 County Wide Services	322,998		25,432								25,432					-	25,432
3 Drug Court Services	400,574	158,758	4,246								163,004		105,286			105,286	57,718
4 Ukiah Adult Treatment Services	233,231	439,626	21,855			(5,169)					456,312		24,349	17,735	58,819	100,903	355,410
5 Opportunities	143,508	108,286	4,274								112,560		95,086			95,086	17,473
6 Family Drug Court	2	239,387	7,263			(226,825)					19,825					-	19,825
7 Child Welfare Services	0	28,919	1,391								30,310					-	30,310
8 Friday Night Live	8,061	6,833	610								7,442					-	7,442
9 Willits Adult Services	0	79,434	2,631								82,065					-	82,065
10 Fort Bragg Adult Services	261,277	134,561	11,724								146,285				88	88	146,196
11 Administration	557,267	263,397	201,415								464,813				96,779	96,779	368,034
12 Adolescent Services	295,721	329,240	7,687								336,927				9,451	9,451	327,475
13 Prevention Services	194,280	206,840	57,388			(89,697)					174,531				18,841	18,841	155,690
a Total YTD Expenditures & Revenue		1,995,280	345,915	-	-	(321,692)					2,019,504	765,241	224,721	17,735	218,957	1,226,654	792,850
b FY 2017-2018 Adjusted Budget	2,416,919	2,360,984	787,839	(731,904)	-	-					2,416,919	-	695,103	90,000	1,373,538	2,158,642	258,277
c Variance		365,704	441,924	(731,904)	-	321,692					397,415	(765,241)	470,382	72,265	1,154,581	931,988	

Behavioral Health Recovery Services
Mental Health Services Act (MHSA) FY 2017-2018 Budget Summary
Year to Date as of **June 30, 2018**

	Program	FY 17/18 Approved Budget	Salaries & Benefits	Services & Supplies	Other Charges	Fixed Assets	Operating Transfers	Total Expenditures	Revenue Prop 63	Total Net Cost
	1 Community Services & Support	3,842,966	1,916	271,126		29,350	48,732	351,124	2,736,943	(2,385,819)
	2 Prevention & Early Intervention	711,156		119,649			9,642	129,291	664,858	(535,567)
	3 Innovation	410,620		88,765				88,765	174,963	(86,198)
	4 Workforce Education & Training	225,953		65,480				65,480		65,480
	5 Capital Facilities & Tech Needs	530,000		118,079				118,079		118,079
	6 Housing	1,345,927		1,336,000				1,336,000		1,336,000
	a Total YTD Expenditures & Revenue		1,916	1,999,098	-	29,350	58,374	2,088,738	3,576,764	(1,488,025)
	b FY 2017-2018 Approved Budget	7,066,622	1,916	3,358,567	25,000	32,000	3,649,139	7,066,622	4,584,794	2,481,828
	c Variance		-	1,359,469	25,000	2,650	3,590,765	4,977,884	1,008,030	3,969,853

* Prudent Reserve Balance **2,197,777**

* WIC Section 5847 (a)(7) - Establishment & maintenance of a prudent reserve to ensure the county continues to be able to serve during years in which revenues for the Mental Health Services Fund are below recent averages adjusted by changes in the state population and the California Consumer Price Index.

Behavioral Health Recovery Services
Mental Health FY 2017-2018 Budget Summary
Year to Date as of June 30, 2018

Program	FY 17/18 Approved Budget	EXPENDITURES							REVENUE					Total Net Cost
		Salaries & Benefits	Services & Supplies	Other Charges	Fixed Assets	Operating Transfers	Total Expenditures	2011 Realign	1991 Realign	Medi-Cal FFP	Other	Total Revenue		
1 Mental Health (Overhead)	980,600	13,409	509,031	420,038		58,986	1,001,463	3,479,423	2,097,221		14,610	5,591,253	(4,589,790)	
2 Administration	1,678,299	968,998	251,829				1,220,827				178,320	178,320	1,042,507	
3 CalWorks	100,995	88,536	202				88,738				63,027	63,027	25,711	
4 Mobile Outreach Program	212,886	192,332	10,208	(29)			202,511				78,536	78,536	123,974	
5 Adult Services	9,048,183	352,636	228,732	8,502,652			9,084,020			1,891,740	279,861	2,171,601	6,912,420	
6 Path Grant	19,500		18,284				18,284	-			14,953	14,953	3,331	
7 SAMHSA Grant	123,401		99,050				99,050				52,231	52,231	46,819	
8 Mental Health Board	11,500		5,260				5,260					-	5,260	
9 Business Services	819,954	411,257	21,775				433,031				51,194	51,194	381,838	
10 Children Services	9,481,381	53,074	91	9,503,047			9,556,212			2,837,610	53,166	2,890,775	6,665,437	
11 AB109	146,791	109,471	27,689				137,159	104,652				104,652	32,507	
12 Conservatorship	72,420	41,030	49,511				90,541					-	90,541	
13 QA/QI	746,022	548,336	17,548				565,884				21,859	21,859	544,025	
a Total YTD Expenditures & Revenue		2,779,078	1,239,209	18,425,737	(29)	58,986	22,502,981	3,584,075	2,097,221	4,729,350	807,756	11,218,401	11,284,580	
b FY 2017-2018 Adjusted Budget	23,441,932	3,823,209	1,957,499	17,450,381	40,000	98,423	23,369,512	5,788,752	4,180,046	7,375,708	5,996,167	23,340,673	28,839	
c Variance		1,044,131	718,290	(975,356)	40,029	39,438	866,531	2,204,677	2,082,825	2,646,358	5,188,411	12,122,272	(11,255,741)	



Report to the Behavioral Health Advisory Board

7/12/18

1. Staffing

Staffing continues to be challenging due to agencies coping with staff leaving, training new people, and shortage of qualified licenses/waivered staff resources in our area.

2. Audits

We will be working with County Behavioral Health and Recovery Services to prepare for audits by External Quality Review Organization and state Department Health Care Services over the next three months.

3. Meetings of Interest

RQMC conducts regular meetings with provider agencies, county BHRS clinical staff, and hospital utilization review. We are involved with Child Welfare to support mental health services for children and youth placed out of county.

4. Grant opportunities

Nothing to report

5. Significant Projects/brief status

We are working with RCHDC and county to facilitate coordinated effort to refer clients into housing openings. We will be coordinating a multi-agency screening process to improve collaboration to the process.

We are also in the process of establishing a lease to provide mental health rehabilitation program for clients who are homeless or at risk of homelessness.

We continue to participate in and support the Behavioral Health Court.

6. Educational Opportunities

RQMC continues to provide various trainings to providers and representatives of service agencies. We will be providing trainings for providers in cultural competency and compliance to meet state requirements.

7. LPS Conservatorships

The Haven has five conserved clients. RQMC is also responsible for oversight of Mendocino County clients under the age of 25 who are conserved and reside in mental health rehabilitation centers. We meet regularly with county staff and conservator's office to coordinate services to meet the needs of conserved clients and plan for their care as levels of need fluctuate.

8. We have completed contract reviews of provider agencies for the 17-18 fiscal year, and are working on completing contracts for the next fiscal year.

9. Medication Support Services

Medication Management clinics are going well. We have completed the first six months of services for adults, and are working on improving efficiency of the process and reducing no show rate through adjustments in scheduling and efforts to provide a warm and supportive experience for clients coming in to receive medication services.

FY17/18 REPORT
MISDEMEANOR JAIL-BASED COMPETENCY RESTORATION TREATMENT

J. Holden, PhD; JBCT Program Clinician/Consultant

If a felony defendant is found to be incompetent to stand trial (IST) due to a serious mental illness, the legal responsibility for providing competency restoration treatment is assigned to the Department of State Hospitals (DSH). Seriously mentally ill misdemeanor IST defendants are required by law to be provided treatment through the local county Behavioral Health and Recovery Services (BHRS).

Since 2014, Jail-Based Competency Treatment (JBCT) has been offered by Mendocino County BHRS to seriously mentally ill misdemeanor IST defendants by contracting with local service providers. Prior to 2014, misdemeanor ISTs sat in jail languishing while waiting for an opening at a treatment facility, which could take months. Mendocino County's JBCT program has been innovative and successful, and the "Mendocino Model" is being promoted by the State to other counties, for both felony and misdemeanor ISTs with a serious mental illness.

In Fiscal Year 2017-18, BHRS funded JBCT for 11 seriously mentally ill misdemeanor IST defendants. One IST had a felony charge added and transferred to a SH, while another was found not restorable to competency and was referred for LPS conservatorship. Of the remaining nine ISTs, eight were restored to competency and one refused the service for several months, but has recently begun involuntary psychiatric medication. Out of all the ISTs participating in the JBCT program, 89% were successfully restored to competency. Psychotic disorders, homelessness, substance abuse, and medication noncompliance continue to be the major risk factors associated with incompetency.

The average length of stay between the court's order for JBCT and certification of competency was 51 days, compared to an average of 240 days (90 days wait and 150 days treatment) for ISTs court-ordered to SH programs. With JBCT, competency was restored in about 1/5 the time versus the SH programs. Due to JBCT, competency is achieved in about 1/2 the time an IST would have waited in jail without services for an opening at a SH program, just to begin treatment. All combined, the Mendocino JBCT program saved nine misdemeanor IST defendants over 1500 days (167 per IST) of locked confinement for competency restoration.

The average cost of restoring a misdemeanor IST to competency via the JBCT route was about \$7,250 (\$1,380 in treatment costs plus \$5,865 in jail housing/medical costs), compared to the SH route costing about \$110,350 (\$100,000 for 5 months of SH treatment plus \$10,350 in jail housing/medical costs). Restoring misdemeanor ISTs in the JBCT has saved Mendocino County an estimated \$825,000 (\$92,000 per participant) minus BHRS administrative costs in Fiscal Year 2017-18.

The Fiscal Year 2017-18 data are summarized as follows:

	<u>Mendocino JBCT</u>	<u>State Hospital</u>
Average length of stay	51 days*	240 days
Average cost	\$7,246/IST	\$110,350/IST

Rate of JBCT restoration: 89% (8/9)

Total length of stays: Reduced by 1,512 days in FY17/18

Estimated County cost of Contracted Providers: \$15,000

Estimated FY17/18 savings to County: \$825,000 minus BHRS administrative costs.

* Includes 20-day administrative time between commitment order and start of service

FREE - 2 day Applied Suicide Intervention Skills Training (ASIST)

July 19 & 20, 2018
8:30 am to 4:30 pm
Lunch Provided

~

Mendocino Community College
1000 Hensley Creek Rd, Ukiah, CA
Room 6010



Who should attend this training?

- ◆ Community agencies that see clients who may be in crisis
- ◆ Health & Wellness Centers
- ◆ Clinical staff
- ◆ Outreach workers
- ◆ School staff & Counselors
- ◆ Caregivers & Family members

What to expect from this FREE training:

- ◆ Learn to recognize persons at risk for suicide
- ◆ Learn to provide guidance and safety plan tools
- ◆ To determine when 5150 assessment is needed
- ◆ To participate: (this is an interactive training)
- ◆ To develop a comfort with discussing topics related to suicide

Registration is Required: Please contact Robin Meloche at meloche@mendocinocounty.org or 472-2332 This training is being presented to you by:

Mendocino County MHSA

&

**Pinoleville Methamphetamine & Suicide
Prevention Initiative**

