

# SACRAMENTO COUNTY

## Phase II Consolidation of MediCal Specialty Mental Health Services



## Mental Health Plan

Plan Update: September 1, 2007

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**SACRAMENTO COUNTY**  
**PHASE II**  
**OUTPATIENT CONSOLIDATION**  
**IMPLEMENTATION PLAN**

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Sacramento County is the eighth most populous county in the state, with an average of 1,250 persons per square mile. With both urban and rural communities, the county spans 994 square miles. Geographically, the county encompasses the low delta lands between the Sacramento and San Joaquin rivers, north ten miles beyond the State Capitol, and east of the foothills of the Sierra Nevada mountain range.

About 1.4 million people reside in growing Sacramento County. The county is one of the most diverse areas in the state. It is home to large numbers of refugee communities, including individuals from Southeast Asia and the former Soviet Union and Eastern Europe. The five most prevalent languages spoken by consumers, other than English, are Spanish, Russian, Cantonese, Vietnamese and Hmong. (See *Appendix I* 2003 Cultural Competence Plan.)

In January 2007, 270,562 MediCal beneficiaries resided in Sacramento County. 133,474 individuals are below 18 years of age and 137,088 are over 18. In 2007, 26,200 unduplicated individuals received services through the MHP. 28,000 residents received CalWorks funding and it is estimated 32,000 individuals with serious mental illness (SMI) reside in the County at the 200% poverty level. About 20% of children (72,000) live below the federal poverty level and 111,000 qualify for free/reduced-price school lunches. Safe affordable housing is a primary concern in the community. According to the 2007 Point-in-Time Homeless count, there are about 2,500 homeless individuals in Sacramento County. 30% are considered chronically homeless and anywhere from 500 to 700 have a severe mental illness.

Sacramento County, through the Division of Mental Health, is the Mental Health Plan (MHP) that is responsible for providing specialty mental health service as of March 1, 2001. Development of the original MHP Implementation Plan for Phase II Consolidation of MediCal Specialty Mental Health Services required the participation, cooperation, and hard work of many stakeholders, i.e., the Co-chairs of the Mental Health Board, board members, consumers, family members, providers, professional organizations, education, and representatives of the Sacramento County Departments of Health and Human Services and Human Assistance. These contributors believed that the MHP's benefits to our community far outweighed the risks associated with assuming the responsibility for service delivery. They recognized that Sacramento County had succeeded in developing true private-public partnerships, with open-minded creative approaches to developing services outside the usual outpatient delivery model for the implementation of its MHP. The Public Planning Process provided the essential framework for development of the MHP, including succinct and realistic descriptions of Vision, Mission, and Principles, which served as useful guides for all participants in the Plan's implementation.

The 2005 Mental Health Services Act resulted in an energetic community active planning process. The first phase of the MHSA Implementation, the 2006 Community Services and Supports Plan (CSS) included services within the Mental Health Plan for eligible beneficiaries.



## VISION

*The Sacramento County Mental Health Plan is committed to providing beneficiaries the necessary services and support to attain and maintain the most dignified life existence possible.*

## MISSION

*The Sacramento County Mental Health Plan will:*

*Assist adults with mental illness and children/youth with emotional disturbance by providing services and supports to maximize their quality of life in the community.*

*Sustain and enhance a public mental health system that supports recovery of adults with mental illness and children/youth with emotional disturbance;*

*Eliminate mental health disparities for all cultural, ethnic and racial groups.*

## PRINCIPLES

*All individuals have a basic human right to be treated with dignity and respect;*

*Inclusion of the beneficiary, family, and community support system in the individual treatment and system planning processes is critical to quality outcomes;*

*Effective communication and respect for the relationship between individuals, families and providers are essential for successful outcomes;*

*Treatment should always be delivered in the most appropriate and least restrictive environment and level of care;*

*The treatment process is strength based;*

*Beneficiary choice will be honored within available resources.*

## A. *PLANNING, COORDINATION, OUTREACH AND NOTIFICATION*

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- A1a Describe the public planning process for Phase II consolidation. *The description should include enough information to ensure the process was used for Phase II planning. This could include agendas, meeting announcements, minutes, etc. (The process can be through an existing planning process such as the local mental health board or commission or a managed care committee.)*

On March 12, 1997, Tom Sullivan, LCSW, Sacramento County's Director of Mental Health Services invited the mental health community to attend a lecture on Managed Care. This well-attended presentation provided a historical overview of the funding and development of mental health programs over the last forty years. The community was informed of the Department of Health and Human Services' (DHHS) recommendation to the Board of Supervisors that the Division of Mental Health become the Mental Health Managed Care Plan for Phase II - Specialty Mental Health Services. The group was also informed that a public planning process would be organized similar to that provided during our Children and Adult Systems of Care re-designs.

On March 18, 1997, the Sacramento County Board of Supervisors unanimously passed a resolution to notify the State Department of Mental Health that Sacramento County intended to be the Medi-Cal MHP for Phase II-Outpatient Specialty Mental Health Services.

On April 30, 1997, Dr. Stephen Melcher, Mental Health Board Co-Chair, and Carol Moss, Mental Health Board Member, sent a letter inviting mental health providers, Geographic Managed Care Plans, family members, and beneficiary representatives to participate in the public planning process for Phase II implementation.

On May 6, 1997, the Task Force met and established time lines for the completion of the Implementation Plan. The public planning meetings were scheduled two times a week beginning April 6, 1997 through June 12, 1997, at which time the Implementation Plan was to be completed and submitted to the Mental Health Board (MHB) for approval and Human Services Coordinating Council (HSCC) for review. Upon approval by the MHB and review by HSCC, the implementation plan was submitted to the Sacramento County Board of Supervisors for approval and to the State of California, Department of Mental Health on August 1, 1997.

The Sacramento County Mental Health Plan (MHP) Medi-Cal Special Mental Health Services Consolidation, Phase II was approved for implementation effective June 1, 1998 (See Appendix II).

- A1b Please describe how clients and family members were involved and had significant roles in the public planning process for Phase II Consolidation.

On May 6, 1997, the Task Force for the public planning process for Phase II Consolidation met and established time lines for the completion of the Implementation Plan. During meetings that were scheduled two times a week, beginning April 6 through June 12, 1997, several family members, clients and an AFDC Medi-Cal beneficiary participated with an array of public and private service providers in the planning process. We utilized three different Co-Chairs for the Task Force, all of who are members of the Mental Health Board, including one family member and one consumer. In addition, the Task Force divided into four work groups specifically, the Access, Quality Improvement, Administration, Cultural Competence subcommittees. The Quality Improvement and Cultural Competence subcommittees were both co-chaired by consumer representatives. Family members representing both the adult and children's mental health services, as well as an AFDC Medi-Cal beneficiary and consumers participated fully in all of the work groups. All family, consumer, and Medi-Cal beneficiary were participating and voting members of the Task Force. This public planning process is endorsed by our local Sacramento Alliance for the Mentally Ill, Board of Directors.

The Phase II Implementation Task Force was comprised of:

AFDC Representative

California Society for Clinical Social Work, Services Representative

Co-Chair and Board Member, Sacramento County Mental Health Board

Co-Chair/Psychiatrist, Sacramento County Mental Health Board

Consumer Advocate and Liaison, Division of Mental Health

Director of Program Compliance, OMNI Healthcare

Director, El Hogar Health and Community Service Center, Inc.

Executive Director, Asian Pacific Community Counseling

Executive Director, Sacramento Mental Health Treatment Center

Executive Director, Southeast Asian Assistance Center

Family Member Representative of Sacramento Alliance for the Mentally Ill

Health Program Manager, Adult System of Care, Division of Mental Health

Health Program Manager, Child Welfare Services

Health Program Manager, Children's System of Care, Division of Mental Health

Health Program Manager, Quality Improvement Director, Department of Mental Health

Health Program Manager, Sacramento Mental Health Treatment Center

Medi-Cal/CMISP Assistant Program Specialist, Department of Human Assistance

Mental Health Director, Sacramento County

Mental Health Service Line Chief, Kaiser Permanente

National Association of Social Workers, Representative

Psychologist and Director of River Oak Center for Children

Representatives of Families with Minor Children

State Contracts Specialist, Kaiser Permanente

Treatment Coordinator, Drug and Alcohol Bureau, DHHS

- A2 Include a letter from the local mental health board or commission advising they have reviewed the plan.

Please refer to Appendix II.

- A3 Describe the process the Mental Health Plan will use for screening, and when appropriate, referral and coordination with other services. *At a minimum, the description addresses substance abuse services, education, housing, social services, probation, employment and vocational rehabilitation, when appropriate. There should be a statement if there are differences in screening, referral and coordination for special populations.*

Individuals desiring the use of specialty mental health services may call the Access Team line at (916) 875-1055 or the statewide toll free number (888-881-4881) to access services. All calls to these numbers reach a mental health professional who determines the level of services needed through a brief telephone assessment.

Individuals in need of emergent care are directed to the nearest crisis facility where further face-to-face assessment occurs. No pre-authorization process by the MHP Access Team is required for emergent/urgent care. Individuals in need of **emergent** care are seen upon presentation, where a brief intake occurs, with further opportunity for evaluation up to 23 hours if needed.

The Access Teams are comprised of licensed or waived mental health professionals whose tasks include initial screening, assessment, diagnosis, and referral of adults, children and older adults in need of mental health services. All Access Team members are familiar with coordinating referrals for MHP consumers to various community programs that provide substance abuse services, education, housing, social services, probation, employment, and vocational rehabilitation. Every effort is made to staff the Access Teams with individuals who reflect the diversity of the county and meet the cultural and linguistic needs of the communities. In instances where there is a need for additional language needs, the Language Line, TTY California Relay and services of NorCal are available. In all instances, every effort to link the consumer with an appropriate service provider is made.

The Access Team hours of operation are Monday-Friday, 0800-1700. Calls to the Access Teams outside these scheduled hours of operation roll over to after-hours crisis line located at the Crisis Unit of the Sacramento County Mental Health Treatment Center. The Crisis Unit is staffed twenty-four hours a day, seven days a week by mental health professionals who are able to provide emergent and urgent care. The Access Teams handle all non-emergent care needs during normal working hours. (See Appendix III for Access Team Decision Tree).

For vulnerable or hard to serve population groups, specific processes are in place to reduce barriers to care. Presumptive authorization with coordination with the Access Teams is in place at specifically designated county or contract provider operated service sites such as homeless providers.

- A4 Provide a list of interagency agreements for clients needing system of care services. *Copies of formalized agreements or a list of such agreements with a brief description of the nature of those agreements are included. These agreements should be focused on*

*interagency relationships which are external to the specialty mental health system needed to provide systems of care approach for the traditional target population. MHP list should include those currently available to the extent that you have them and those planned.*

Sacramento County, Division of Mental Health has established formal and informal agreements with other agencies and providers to ensure effective coordination of services. This system of care approach is designed to ensure that individuals who need mental health follow-up are adequately screened and appropriately referred. The Sacramento County Mental Health Director and other key staff have collaborative relationships with administration and staff from this network of community agencies.

Sacramento County Division of Mental Health operates a public/private model of service delivery that ensures effective coordination and ready access to all populations meeting the services system intake criteria. The system has been developed on a regional basis for adults and a triage/access basis for children and their families. Both designs ensure each individual receives appropriate assessment, referral for treatment, and follow-up. The system of care is an interdependent network of providers of mental health and related services that work together to provide comprehensive and collaborative services. (Appendix VI – Mental Health Provider Listings).

The 2005 Mental Health Services Act planning process has increased the interconnected efforts of mental health providers, community based organizations and other consumers, caregivers, family members and human services providers to expand the service options within the community. (See MHSA Planning Process document – Appendix IV)

- A5 Include a statement that the MHP will provide a copy of the proposed draft of the Beneficiary Services Handbook/Brochure to DMH at least 30 days prior to implementation. Please provide assurance that the MHP will submit a copy of the proposed draft of the Member Services Handbook/Brochure to DMH at least 30 days prior to implementation.

The Member Services Handbook and Member Rights and Problem Resolution Guide explain the processes for accessing services and problem resolution for MHP consumers. All consumers receive these publications at intake and upon request thereafter.

The 2005 1915(b) waiver approved for California's Mental Health Service delivery established specific problem resolution policy and procedure requirements as part of the terms and conditions of the waiver renewal. The MHP implemented such new requirements. (See Appendix VII)

- A6 Include a statement that the MHP will provide DMH with a copy or proposed draft of the MHP's Provider Handbook at least 30 days prior to implementation. *Written assurance is included.*

Thirty days prior to implementation of specialty mental health services, the MHP made available a Provider Handbook to the State Department of Mental Health. It contains information explaining the process for

accessing services, submitting claims for payment, and the problem resolution process for providers and MHP consumers.

The 2007 MHP Guide to Medi-Cal Services, the accompanying Problem Resolution materials and policies and procedures pertaining to this area reflect the most current contractual requirement between the MHP and the State Department of Mental Health to comply with all current regulations.

- A8 Describe how the MHP will provide 24 hour phone access including statewide toll free line with linguistic capability. *Description includes sufficient information to assure that there will be 24-hour phone access (someone must be available to answer the phone 24 hours a day) and that there is a statewide toll free line. A description of the method for providing linguistic access for these phone contacts is included. (MHP may pool resources and develop regional alternatives.)*

The MHP has a statewide toll free telephone number (888-881-4881) that connects the caller with a mental health professional twenty-four hours a day. When linguistic services are needed, the Access Team either utilizes bilingual clinical staff to respond to the caller or connects with the AT&T telephone interpreter service. A TTY/TDD telephone line is available for the hearing impaired. Linguistically competent clinicians or clinicians assisted by interpreters are scheduled as needed at access service entry points to the MHP.

## ***B. CONTINUITY OF CARE***

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- B1 Describe the procedures that the MHP will use for the transition of beneficiaries who are receiving FFS/MC outpatient specialty mental health services into MHP services in the three scenarios below. *The narrative described the plan for providing continuity of care for beneficiaries receiving FFS/MC services prior to consolidation and who will receive medically necessary services from the MHP after implementation of Phase II consolidation. (Not all beneficiaries receiving services prior to consolidation will meet medical necessity requirements.)*

It was the goal of the MHP to avoid interruption of services for individuals receiving services under Fee-for Services/Medi-Cal (FFS/MC). It was the intent of the MHP to provide continuity of necessary specialty mental health services whenever possible. Prior to January 1, 1998 MHP enrollees received notification in writing informing them that the County of Sacramento had become the MHP. In this notification, enrollees and providers were advised that a window period of two months was in place to allow for a transition of the authorization process to the Access Teams. During this two-month period the MHP reimbursed a maximum of two sessions per month to a provider who had not received prior authorization through the Access Teams. During this two-month window period the MHP and FFS/MC providers willing to work with the MHP developed a plan for participating as specialty MHP providers. The County of Sacramento MHP links consumers to contacted MHP providers through the Access Teams. Effective March 1, 1998, all specialty mental health services of a non-emergent nature required Access Teams prior authorization.

- B1a When the existing provider will continue as a member of the plan.

It was the intent of the MHP to utilize mental health professionals currently practicing psychotherapy in the community. Those providers choosing to become an MHP provider were required to participate in the MHP credentialing process. The MHP required that the mental health professional through primary source verification:

- Be licensed to practice as an independent mental health professional;
- When applicable, maintains clinical privileges in good standing at the institution designated by the mental health practitioner as his/her primary admitting facility;
- Retain a valid DEA or CDS certificate for physicians;
- Be graduated from an accredited professional school and/or highest training program applicable to the academic degree, discipline, and licensure of the mental health practitioner;
- Has board certification, if the practitioner states that he/she is board certified;
- Has a verifiable satisfactory work history;
- Has current, adequate malpractice insurance, according to the MHP policy;

- Does not have a history of professional liability claims which have resulted in settlements or judgments paid by, or on behalf of, the practitioner;
- Provide information from recognized monitoring organizations regarding the applicant's sanctions or limitations on licensure from:
  - ⇒ State Board of Licensure or Certification and/or the National Practitioner Data Bank and,
  - ⇒ State Board of Medical Examiners, the Federation of State Medical Boards, or appropriate state agency,
  - ⇒ Office of Inspector General (OIG) List of Excluded Individual/Entities
  - ⇒ State of California List of Excluded Individuals/Entities

In addition to becoming a contracted provider of the MHP, the licensed practitioner is required to participate in a pre-treatment authorization process, conducted by the Access Teams, which establishes service necessity, number of authorized services and parameters for reauthorization and compliance with MHP regulations.

**B1b When a provider will not continue as a member of the plan.**

When a FFS/MC provider chooses to disenroll as a MHP provider, he/she is expected to notify consumers and instruct them to call their Access Teams for referral to an appropriate level of care. The MHP also checks to review all open cases to ensure that a no disruption in care results from this change.

In accordance with California's 2005 waiver and the MHP's contract language with the State Department of Mental Health, the MHP also abides by requirements to remove the provider from posted MHP Medi-Cal Provider List and ensure that no discontinuity in services occurs for eligible beneficiaries. (See Appendix V)

**B1c Please describe how providers who are providing specialty mental health services prior to Phase II Consolidation will be notified of MHP policies and procedures.**

All providers who were providing specialty mental health services prior to Phase II Consolidation received a Provider Handbook detailing MHP policies and procedures.



## *C. INTERFACE WITH PHYSICAL HEALTH CARE*

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- C1 Please describe your method for providing training to physical healthcare providers including Medi-Cal physical health managed care plans, if applicable, and/or FFS/MC primary care providers. Additionally, please indicate whether you have any Federally Qualified Health Centers and/or Indian Health Clinics in your county. If so, please describe how the MHP will interface with these providers.

In addition to providing consultation and training to primary care providers on how to access mental health services, the ACCESS Teams arranged for psychiatric consultation and training, particularly around medications, to primary care providers who wished to continue providing mental health services to their clients. This was accomplished through the UC Davis Department of Psychiatry.

The only Federally Qualified Health Center in Sacramento County is the County operated network of primary care clinics which do not treat Medi-Cal clients. These clinics do not provide any specialty mental health services but do provide primary care mental health services to some of their clients. The Division of Mental Health, through its medical director and contract with the UCD Department of Psychiatry has provided training to primary care clinic physicians regarding depression, anxiety, and appropriate use of psychotropic medications. The Division of Mental Health will continue to do this as the Local Mental Health Plan. The MHP also provides closely coordinated physical health and mental health services at the Mental Health Treatment Center crisis and inpatient units.

There is one Indian Health Clinic in Sacramento County. They do provide some limited mental health services through an MFT and primary care physicians to both Medi-Cal and non Medi-Cal clients. The counselor participated regularly with the Division of Mental Health staff at monthly meetings during the Phase II implementation.

## *D. ACCESS, CULTURAL COMPETENCE AND AGE COMPETENCE*

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- D1 Did Sacramento County use any FFS/MC psychiatric nursing facility services prior to Phase II Consolidation? If so, please describe the number of persons using these services and the amounts of services used.

Sacramento County used FFS/MC psychiatric nursing facility services for approximately four to five clients in the base year. These clients were provided with patches and placed through the Division of Mental Health. In later years, the skilled nursing facilities have accepted referrals outside of the mental health system without patches. We are currently evaluating those patients that appear to number about 25-30 more than the base year. The base year expenditures were approximately \$165,000 while the 1995/96 expenditures totaled \$450,000.

- D2a Please discuss how access to psychiatric nursing facility services described in D1 will be maintained under Phase II Consolidation, if applicable.

Sacramento County Intensive Placement Team (IPT) serves as an extended arm of the Adult Access continuum providing evaluation and authorization for services into locked skilled nursing facilities (SNF), mental health rehabilitation centers (MHRC) and the state hospital. Clients are placed in the lowest level of care clinically and medically indicated. The county contracts with several providers for services. (See Appendix IV for 2007 data and information)

- D2b Describe how the MHP will maintain access for special populations. *The description specifies how the level of access will be maintained for a variety of special populations which could include various age categories, foster care children/youth, beneficiaries with multiple disabilities, and ethnic populations.*

The County definition of “culture” is the integrated pattern of human behavior which includes but is not limited to – thought, communication, languages, beliefs, values, practices, customs, courtesies, rituals, manners of interacting, roles, relationships, and expected behaviors of a racial, ethnic, religious, social or political group. Culture has the ability to transmit the above to succeeding generations. Culture is dynamic in nature. (Adapted from Cross et.al. 1989 and the National Center for Cultural Competence, 2001)

In an effort to meet the needs of all persons in the community, and in recognition of the fact that Sacramento is and will continue to be culturally diverse, Sacramento County MHP has developed and maintains a culturally competent human service system. This means that cultural diversity is valued and respected, awareness of the dynamics of cultural and linguistic differences is developed and maintained, the system is adaptable to cultural diversity and change, and cultural knowledge and sensitivity is institutionalized through training, recruitment, hiring, retention, promotion and monitoring.

Our goal is to ensure appropriate access to various special populations

who require specialty mental health services. It is our belief that the purpose of obtaining cultural and linguistic competency is to ensure that the special needs of all Medi-Cal beneficiaries are appropriately met. Cultural competence includes using culturally appropriate and non-traditional approaches by professional staff.

The demographic data for Sacramento County, as specified in the State Department of Mental Health Population Assessment Data, indicates that the major race/ethnic groups who are Medi-Cal beneficiaries include: Hispanic/Latino, African American, Southeast Asian, Asian Pacific Islander and Eastern European/Former Soviets.

Sacramento County provides the following:

- Language accommodation by Language Line;
- Adherence to the Sacramento County Mental Health Division Cultural Competence Plans including culturally relevant treatment services and culturally sensitive service providers;
- Services to persons of various age categories through age specific programs developed with a focus on the special needs of children, their families, adults and the elderly from diverse backgrounds;
- Services to foster care children/youth via the Access Teams and the network of County operated and private providers of mental health services;
- Beneficiaries with multiple disabilities who require specialty mental health services are assessed by the Access Teams for appropriate linkage to providers with dual and multiple diagnosis expertise.

The Sacramento Mental Health Plan provider network is capable of serving the special needs of our culturally diverse community. Sacramento County MHP submitted its Cultural Competence Plan in July 1998. The Plan received final approval by the State Department of Mental Health in March 2000. Updates to the Annual Cultural Competence Plan were submitted in 2001 and 2003 and also received approval.

D2c Describe how the MHP will ensure adequate service capacity for full scope Medi-Cal beneficiaries under age 21 years. *The MHP Describes a service system that provides services for all beneficiaries under age 21 who meet specialty mental health medical necessity criteria, as required by EPSDT.*

In 1996, Sacramento County aggressively focused Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) funds to implement approximately \$8 million in services for full scope Medi-Cal eligible children under age 21 years who meet specialty mental health medical necessity criteria. Many of these Medi-Cal eligible children and youth with mental health needs had been previously unserved by both the Fee-For-Service and Short-Doyle Medi-Cal systems.

The current Children's mental health service delivery system consists of a vast array of specialty mental health services including individual, family and group counseling, medication support, case management, day rehabilitation, and crisis intervention. This continuum of services is

available through a single point of authorization that facilitates access to services via a screening and referral mechanism.

Some of these services are targeted to special populations such as victims of sexual abuse, the homeless, or transitional age youth. Others are targeted towards individuals with serious emotional disturbance or individuals who are involved in multiple public service sectors, such as child welfare, juvenile justice, or special education.

These services vary in intensity, but all allow flexibility and emphasize individualized service planning tailored to fit the needs of the child and family. Services are available at a variety of school and community sites, as well as in the homes of the individuals served.

The 2007 Directory of Mental Health Services that summarizes the specialty mental health services available to Medi-Cal children under 21 years of age is in Appendix IV. All of these services remain available under Phase II consolidation. (MHP Policy & Procedure describing criteria for services is attached in Appendix III)

D3a Describe procedures to provide for 24-hour availability of services to address urgent conditions, in-county.

Urgent and emergent services for beneficiaries in-county and out-of-county are available 24 hours, seven days a week by phone or in person through the Sacramento County Mental Health Treatment Center Crisis Unit. Medi-Cal enrollees in need of linguistic assistance are able to access this service through the toll free line.

D3b Out-of-county

If a Sacramento County MHP consumer is in need of urgent/emergent care in another county, the provider or MHP member may contact that county's MHP Crisis Unit. Urgent/emergent care does not require prior authorization.

D3c Describe how back-up will be provided if a single practitioner is available or on call. *For those MHPs specifying that their 24-hour availability to services to address urgent conditions includes a single practitioner, for any period, an additional description of the back-up for that practitioner is needed. No response is needed if there will always be more than one practitioner available.*

Sacramento County always has more than one practitioner available through the Sacramento County Mental Health Treatment Center. This section does not apply.

D4 Describe access to out-of-county services when there may or not be an in-plan provider available. *The description must address how out-of-county services will be accessed whether provided by an in-plan or out-of-plan provider. It should address the needs of children or adults placed out-of-county as well as beneficiaries who may seek out of county specialty mental health services.*

Sacramento County Medi-Cal consumers in need of services when a contracted provider is not available are permitted to use a non-MHP provider in their place of residence. This applies to adults and children placed out-of-county. The MHP reimburses the provider at the current Medi-Cal Fee-For-Service rate. If the request for services is not urgent or emergent, and if the request is not due to an out-of-county placement, the MHP member is asked to seek services in Sacramento County from a contracted provider upon his/her return.

- D5a Describe the languages in which MHP information will be made available. *A list of MHP information to be translated and the languages in which it will be translated meets this requirement.*

#### Language Considerations

DMH Notice 07-10, issued in May 22, 2007 established five threshold languages applicable to the MHP in 2007. These languages are:

- Spanish
- Vietnamese
- Hmong
- Russian
- Cantonese

The Member Handbook and problem resolution materials are available in the languages listed above in addition to English. Additionally, a committee was convened to develop policies, procedures, practices and timelines, as resources permitted, for translations of all Mental Health Plan materials.

- D5b Please describe the standard or criteria used by the MHP to determine into which languages MHP information will be translated.

The criteria used by the MHP to determine the threshold languages into which plan materials are translated is based on the State Department of Mental Health “Population Assessment Data for Sacramento County” expected Medi-Cal Beneficiaries Demographics, as annually revised. Threshold languages mean a language has been identified as the primary language, as indicated on the MediCal Eligibility Data System (MEDS), 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in an identified geographic area, per Title 9, CCR, Section 1810.410.(f) (DMH Information Notice 07-10).

Five languages currently meet this criterion. The MHP has translation of Member Handbook and problem resolution materials in these five languages, in addition to English.

#### Standards for Determination

The standards used for making this determination are based on the State Department of Mental Health, “Population Assessment Data for Sacramento County.” Several factors were considered including households where only one non-English language is spoken. The county collects information regarding linguistic needs in service level information and reports on this information annually.

- D5c Describe how the MHP will provide the information for persons with visual and hearing impairments. *Describe the methods for providing general information to persons with visual or hearing impairments.*

Information for persons with hearing impairment is provided through the use of Telephone Device for the Deaf (TDD), and Teletypewriter (TTY), California Relay Service through contract sign interpreter agencies including NorCal Center on Deafness. The MHP Member Handbook is also made available in CD or cassette format for illiterate persons or persons with visual impairment.

- D6a Please provide a complete description of the process for ensuring that the beneficiary will have an initial choice of practitioner whenever feasible. Additionally, please include the critical variables that will be considered by the MHP to determine if it is feasible to accommodate such a request.

On initial contact with the MHP, a consumer speaks with an Access Team member. Upon completion of the initial assessment for services, the Access Team member identifies the appropriate therapeutic resources within the MHP. If the provider panel consists of multiple appropriate resources, the consumer is provided the option to choose from those available resources.

Should the consumer request a provider that is not part of the MHP provider panel, the MHP contacts the requested provider to determine if the provider meets the MHP credentialing standards and is willing to contract with the MHP.

If the provider meets the standards and agrees to provide services within the negotiated MHP rate, the MHP adds the requested provider to the MHP and authorizes services.

Beneficiaries who are residing out of county also contact the Access Teams for requests of services. Upon establishment of eligibility and medical necessity, the Access Teams authorize appropriate out of county services.

Appendix VI provides a sample form of the "Request for Change of Service Provider."

- D6b Please describe your process for ensuring the availability of a second opinion when there is a dispute regarding medical necessity and the MHP denies services.

When there is a dispute regarding Medical Necessity and the MHP Access clinician denies services, a clinical supervisor reviews the denial and provides a second opinion. If an MHP provider requests a second opinion, a referral is made to the Access Team who assigns a qualified professional to review the denial. The Grievance and Appeal process can be used at any time.

- D7 Describe procedures the MHP will use to maintain a written log of initial contacts (telephone, written, in-person) by beneficiaries requesting specialty mental health services from the MHP.

The MHP tracks all requests for services at the entry points for requests for services in written or electronic logs. The Access Teams enter this information during normal business hours. When the Access Teams are

not available, calls roll over to the Crisis Unit at the Mental Health Treatment Center where all requests for services are registered in the log maintained by the Crisis Unit Staff. Service requests are communicated to the Access Teams for service follow-up. The Access Teams tracks all requests, authorizations, denials, and pending services.

## *E. CONFIDENTIALITY*

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- E1 Describe changes in current or planned policies and procedures to continue to assure compliance with all applicable state and federal laws and regulations to protect beneficiary confidentiality. *If the MHP does not plan to change confidentiality policies and procedures, a statement that there will be no change is acceptable. If changes are proposed, they need to be described. (MHP's plan to implement an electronic clinical records system, may need to address this area.)*

The MHP operates in compliance with State and Federal laws and regulations to protect consumer confidentiality.

In addition to current California laws and regulations governing confidentiality and access of client mental health records (including, but not limited to California Welfare & Institution Code 5328, Evidence Code 1012-1013, and Health & Safety Code 123105 and 123130), the MHP incorporated Federal Regulations for the Health Insurance Portability and Accountability Act (HIPAA) for both privacy (45 Code of Federal Regulations [CFR] Parts 160 and 164) and security (45 CFR Parts 160, 162, and 164) into MHP.

All MHP county staff are required to attend initial and continuing training (as required by law and County of Sacramento Policy) regarding the use, disclosure, access and security of Protected Health Information (PHI).

All MHP contractors are contractually obligated to provide training and comply with regulations and laws governing privacy and security of PHI.



## ***F. QUALITY IMPROVEMENT, UTILIZATION MANAGEMENT PROGRAMS***

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- F1a Describe the MHP's Quality Improvement Program including role, structure, function and meeting frequency of the QI Committee and other relevant committees. *The MHP may provide a narrative description of the required QI components or submit supportive documentation such as organization charts, process descriptions, policies and procedures.*

### **Goal**

Sacramento County's MHP Quality Improvement (QI) Program's goal is to improve access to, and delivery of, mental health services while assuring that services are community based, consumer directed, strength based, age appropriate, culturally competent and outcome focused. The Quality Improvement Program is designed to provide oversight of the procedures necessary to ensure effective management of service delivery and consumer care.

### **Purpose**

The Quality Improvement Program develops appropriate clinical indicators, monitors treatment quality to identify problems, and structures pro-active procedures to enhance effectiveness. The Quality Improvement Program collects information from various sources to identify barriers to effective service delivery. Data sources include consumers, practitioners/providers, consumer organizations, and staff members. Improvement occurs through an on-going aggressive program of evaluation, research, training and corrective actions.

### **Structure**

The MHP's Quality Improvement Program strives to include consumers who represent ethnically diverse populations on its committees. The QI Program consists of:

#### **Quality Policy Council Composition**

**Composition:** Director of the Division of Mental Health; Medical Director (Adult); Medical Director (Children's); Executive Director of the Sacramento County Mental Health Treatment Center, Chief & Program Manager, Adult Programs; Chief, & Program Managers, Children's Programs; Quality Management/Compliance Manager; Research & Evaluations Manager; Ethnic Services/Cultural Competence Manager; Senior Administrative Services Officer, Consumer Advocate, and Family Advocate.

**Function:** Makes policy governing MHP Quality Improvement Program. At a minimum, meets quarterly.

Members of the Policy Council also meet on a monthly basis with DHHS Management of Information Technology and Fiscal Services units on policy and operational activities affecting the MHP.

## **Quality Improvement Committee (QIC)**

Composition: The Medical Director, Chief, Adult Programs, Chief, Children's Programs, Quality Management/Compliance Manager constitute the Executive Quality Improvement Committee. Other committee members may include the Executive Director, Mental Health Treatment Center, Ethnic Services/Cultural Competence Manager, Research and Evaluation Manager, Consumer Advocate, Family Advocate or other Program Managers.

Function: The QI Executive Committee reviews adverse incident reports, requests and reviews corrective action plans and reports findings to the QI committee (QIC). The QIC initiates specific reviews for data gathering, oversees subcommittees, receives their reports, and intervenes pro-actively to enhance service effectiveness. Subcommittee reports are evaluated and recommendations are made to the Quality Policy Council for changes in policy or new policy development. The QIC is responsible for the annual MHP work plan. The QIC meets monthly.

## **Quality Subcommittees**

Composition: Each subcommittee includes at least one MHP Quality Improvement staff person. Subcommittee members include stakeholders in the Quality Improvement process. Subcommittees include, but are not limited, to:

1. Cultural Competence Committee
2. Utilization Review Committee
3. Grievance Committee
4. Education & Training
5. Medication Monitoring Committee
6. Pharmacy & Therapeutics Committee
7. Credentialing Committee

In addition to these committees, the Sacramento County Mental Health Treatment Center has the multiple QI committees that oversight its services within the MHP QI structure. Such committees include oversight responsibility for the Psychiatric Health Facility and the Crisis Unit. Some committees have concurrent responsibilities for the PHF and the crisis unit. Examples of MHTC subcommittees are listed below:

1. Peer Review Committee
2. Clinical Review Committee

Function: The subcommittees' responsibility is to ensure adequacy of care by continuously assessing clinical standards, compliance with practice guidelines, consumer and provider satisfaction, outcomes, the authorization process, etc. Timeliness, cultural competence, and appropriateness of referral are some indicators to be assessed. The subcommittees report to the QIC throughout the year on findings and progress on special studies, reports or activities.

- F1b How practitioners, providers, beneficiaries, family members, and partner agency representatives will be involved in the QI process.

Practitioners/providers, consumers, family members, and partner agency representatives participate in the Quality Improvement Committee and its subcommittees.

- F1c If the MHP delegates any QI activities to a separate entity, the MHP will describe how the relationship meets DMH standards. *If the MHP does not delegate these functions, this question does not need a response.*

The MHP is responsible for all Quality Improvement activities, except for the Administrative Services Organization, “Value Options”, which is a multi-county cooperative that authorizes regular outpatient services for Sacramento County children placed in other counties.

- F2 Provide an assurance that within 90 days after implementation, the MHP will complete an annual work plan that meets state requirements. *Written assurance is included.*

The QIC is responsible for the annual MHP work plans and annual work plan reports. The MHP’s Quality Management Services submits a work plan to the State DMH within 90 days of implementation.

Work plans are submitted annually.

- F3a Describe the MHP’s utilization management structure and process including the authorization process used by the MHP and the process by which the MHP obtains relevant clinical information to support its authorization decisions. *The MHP does not need to describe the inpatient hospital authorization process if it has not changed. The MHP may attach supportive documentation such as organization charts, process descriptions, policies and procedures to satisfy any of the required elements of this section. The MHP should address any differences in authorization process, if applicable, by type of service (e.g., case management), specific populations (e.g., special education services), or geographic regions (e.g., out-of-county services.)*

### **Utilization Management**

Utilization Management (UM) is a process that provides for prior approval of each consumer’s need and/or continued need for the behavioral health services provided. Authorization decisions are made by licensed or “waived/registered” mental health staff.

Clinical features, specifically the level of clinical stability and the degree of functional impairment, are the determining factors in authorizing appropriate treatment. Clinical decisions are based upon the professional judgment of the MHP Access Teams through written protocols and the consumer’s clinical presentation. The decision to authorize services lies with the MHP Access Teams. Relevant clinical information is obtained and used for authorization decisions. The authorization staffs collect written and verbal information from consumers, collateral contacts when appropriate and providers to support authorization decisions. All denials are provided a second opinion by a clinically licensed individual.

The primary criteria for determining authorization for services and payment are included in the DMH Medi-Cal Managed Care guidelines for Medical

Necessity. Medical Necessity criteria include diagnoses, associated impairment criteria, and intervention criteria. Authorization decisions are made in accordance with statewide DMH timeliness standards for urgent and emergent care. Service availability, measured by the time required to enter treatment at every level, is one of the indicators that UM monitors.

Authorization for services/payment is based on Medical Necessity. There must be a valid psychiatric diagnosis, significant impairment in an important area of life functioning, and a treatment plan that addresses the identified impairment. If the treatment plan does not address the symptoms or functional impairment identified in the presenting problem, the Access Team may recommend changes to the treatment plan submitted by the provider. In the event services are denied, the MHP Access Team clearly documents and communicates the reason for the denial. The MHP sends written notification of the reason(s) for the denial to the consumer and to the practitioners/providers. Included with the notification is information about the consumer appeal and State Fair Hearing processes.

The MHP provides the statewide Medical Necessity criteria to its practitioners/providers, consumers, family members, and others upon request.

The MHP reassesses the UM Program annually. The reassessment includes a review of the authorization process and an evaluation to determine whether or not the established standards have been met. If the established standards have not been met, the MHP implements a corrective plan of action.

The MHP continually evaluates information from consumers and practitioners/providers regarding their satisfaction with the authorization process. Sources of dissatisfaction are continually evaluated and addressed.

- F3b If the MHP delegates any utilization management activities to a separate entity, the MHP will describe how the relationship meets DMH standards. *If the MHP is not delegating any of the utilization management activities to another entity, this question does not need a response.*

The MHP is responsible for all Utilization Management activities.

## *G. PROBLEM RESOLUTION PROCESS*

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- G1 Please describe procedures that ensure the MHP's beneficiary problem resolution processes include all of the following provisions as contained in the DMH Information Notice 97-06, Attachment 4 Checklist.

The information provided about the MHP's client problem resolution process options in based DMH Notice 05-03, issued in June 2, 2005, reflecting the revisions in the California Code of Regulations (CCR), Title 9. This process is consistent with Title 42, Code of Federal Regulations 438.420(b). The above listed DMH notice made changes effective July 1, 2005 as part of California's fourth Medicaid 1915(b) waiver renewal.

The MHP information identifies grievance and appeals procedures consistent with DMH contractual requirements.

Written and oral information explaining the grievance and appeals process and the availability of State Fair Hearings is provided to clients upon admission to the MHP specialty mental health service system and upon request thereafter. Written information is also available upon request through client's providers, and is available in clinical areas where clients request or receive services. All materials are available in the MHP's five threshold languages in addition to English and in mediums accessible to deaf and visually impaired beneficiaries.

There are clearly defined procedures for grievances and appeals (Appendix VII – Problem Resolution Policy and Procedures). Beneficiaries may file for a State Fair Hearing only after they have exhausted the problem resolution process established by the MHP.

- G2 Please describe procedures that ensure the MHP's provider problem resolution and appeals processes include all of the following provisions as contained in the DMH Information Notice 97-06, Attachment 5.

Providers who receive payment through the MHP may appeal directly to the MHP regarding claims processing issues. Providers may appeal denied requests for authorization to the MHP. A written appeal shall be submitted to the MHP on a timely basis, subsequent to the date of receipt of the non-approval of the request for authorization. Providers who receive payment from the state's fiscal intermediary may file an appeal concerning the processing or payment of its claim directly to them. The MHP may file an appeal concerning the processing or payment of its claim for services paid through the Short-Doyle/Medi-Cal system to the Department of Mental Health. The provider problem resolution and appeals process has been developed to reflect regulation stipulated in the DMH Notice 05-03. (Please see Appendix VI for further details).

## *H. ADMINISTRATION*

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- H1 Specify any practitioner provider and organizational provider selection criteria the MHP will utilize that exceed minimum state and federal criteria. *The statewide criteria are specified in Attachment 6. MHP should submit criteria for psychiatric nursing facility services (if applicable) organizational providers and practitioner providers. Inpatient hospital criteria should be specified only if they have changed.*

Practitioner provider and Organizational provider selection criteria were in accordance with Appendix 6 of the Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services, Division of Mental Health Notice number 97-06.

The MHP complies with practitioner and organizational provider selection criteria delineated in Title 9, CCR Section 1810.410(d) and most recent applicable contract provisions.

- H2 At least 30 days prior to implementation, provide an assurance that the MHP will submit a sample boilerplate contract for each type of provider with whom the MHP intends to contract. *Written assurance is included. Note: If the MHP subsequent to implementation decides to contract with another type of provider, the boilerplate contract must be submitted 30 days prior to contracting.*

Sample boilerplate contracts for service providers were submitted thirty (30) calendar days prior to the January 1, 1998 implementation date.

Appendix VII contains the 2007 boilerplate language for each type of provider contract.

- H3 Describe the method and time frames to be used by the MHP to process claims and make payments to practitioner and organizational providers. The description could include changes needed to existing systems. It should include information on receipt of claims, approval of claims, (cross checking with authorized services, if applicable) and the mechanism for payments. Expected time frames should be included.

All providers of mental health services, whether in-network or out-of-network, are required to obtain authorization to provide services through the Access Teams. The payment of subsequent claims are processed, depending upon the type of provider, as described below in accordance with 2007 MHP claiming process:

### **Organizational Providers**

MHP consumers are referred to an appropriate organizational provider through the Access Teams. The referral includes an initial authorization of services. The following steps then process claims:

- a. Once eligibility is determined and services are rendered, claims are keys into the Sacramento County's mental health tracking and billing system, known as CATS.
- b. Clients with eligibility are billed to the State Department of Mental Health on a monthly basis. At the end of each month, the CATS system compiles

- all services provided and generates electronic claims (current year and prior year).
- c. These electronic claims are further processed by the MHP's Information Technology (IT) department to generate HIPAA compliant format claims.
  - d. MH1982A & MH1982B reports are created and reviewed and authorized for submission by management.
  - e. Inpatient Professional service claims are currently processed by paper with the submission of the CMS 1500, YB-92 or other alternative paper claims. These claims are verified and substantiated for medical necessity and service rendered (CPT) codes by County "Point of Authorization" personnel. Once verified, the claim is forwarded to the MHP's Fiscal Department that enters the claim into CATS and the County Accounting, Recordkeeping and Reporting (COMPASS) system.
  - f. Once both inpatient and outpatient claims are authorized, they are uploaded into the ITWS system accompanied by the MH1982A & MH1982B (faxed to DMH).
  - g. Upon receipt of the reimbursement check, these funds are booked as revenue within the County's ledger system.
  - h. Payment of adjudicated claims are batched and paid through the County's Auditor Controller's office.

#### **Individual/Group Providers (Enrolled Network Providers)**

The County of Sacramento contracts with a number of individual/group providers. They are assigned a vendor number so that payment can be made through the County's accounts payable system by the Auditor-Controller's office. MHP consumers are referred to an appropriate individual/group provider through the Access Teams. The referral includes an initial authorization of services. The individual/group provider are reviewed against authorization and forwarded to the department's fiscal division. The fiscal division inputs these units into the CATS system which crosswalks the services from a CPT-4 code format to a SD/MC format so that these services are included on the county's monthly electronic claims submission. Payment of adjudicated claims are batched and paid through the County Auditor Controller's office.

#### **Hospital Inpatient Services**

##### **Facility Charges:**

The adult population is assessed and authorized for treatment by the Sacramento County Mental Health Treatment Center Crisis Unit. The children's population is referred to private Inpatient Psychiatric Hospital providers using the TAR process.

##### **Professional Services Component:**

Through the Access Teams, professional services are authorized concurrently with the facility charges. Individual providers bill the County MHP for services rendered using the CMS 1500 forms.

#### **Institutes for Mental Disease (IMDs)**

##### **Professional Services Component:**

The MHP, through its Intensive Placement Team (IPT), an extended arm of the Adult Access continuum of care process, authorizes care for clients placed in IMDs. Appropriate contracts are executed for this care, either through all-inclusive contract rates by facility, or through professional services rendered using the CMS 1500 forms.

**Out-of-County Population**

Consumers who require immediate care due to a crisis situation will be treated by the MHP. The MHP will obtain the appropriate authorization from the resident county.

- H4 Identify a contact person who can be reached regarding any questions with this Implementation Plan.

Please contact Uma Zykofsky, Quality Management Services at (916) 875-3321 to answer questions regarding the implementation plan.





# **APPENDIX I**

**Sacramento County**

**Cultural Competence Plan**

# **SACRAMENTO COUNTY**

## **Phase II Consolidation of Medi-Cal Specialty Mental Health Services**

### **Cultural Competence Plan**



**Update  
September 30, 2003**

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# PART I

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## **PART I – DATA, ANALYSIS, AND OBJECTIVES**

### **A. COUNTY GEOGRAPHIC AND SOCIO-ECONOMIC PROFILE**

#### **A1. Geographical Location and Attributes of Sacramento County by Service Delivery Region**

##### **A1a. Main Urban and Rural Centers**

Sacramento County, located in Northern California, is the most populous county in the greater Sacramento area region, accounting for 70 percent of the people living in the four-county area including Yolo, El Dorado, Placer and Sacramento counties. Sacramento is the capital of the state and the ethnic/racial makeup of the region is a reflection of the growing diversity of the State and the nation. Sacramento County's population is the most racially and ethnically diverse, housing nearly 80 percent of Hispanics, Asian-Pacific Islanders and African-Americans in the region, and was recognized by Time magazine in September 2002 as the nation's "most integrated city".

The ethnic or racial profile of Sacramento County differs from California's overall profile. Of the total population, the non-white ethnic/racial populations grew from 35% to 35.9% between 1990 and 2000, but the percentage of these groups is still smaller than the statewide proportion of 41.9%. In the year 2000, more than 1/3 of Sacramento residents were Asian, Hispanic, African American and other non-Whites. Between 1990 and 2000, the Hispanic population increased from 12% to 16%, Asians and others (including Native Americans) increased from 9% to 14% and African Americans from 9 – 11%. The Caucasian population declined from 69% to 59%, exceeding projections of 69% to 64%, according to figures from the U.S. Census 2000, Population by Gender, Age and Race report.

Southeast Asian refugee migration peaked in the mid-1980s and remains higher in Sacramento than in the state as a whole. It is difficult to ascertain exact numbers, as the 2000 Census and other data collecting sources do not differentiate all the Southeast Asian groups from the Asian category. The communities, however, have traditional means of accounting for their numbers, including church data and funeral associations. Using traditional data sources, community leaders report the following numbers in Sacramento County: Vietnamese 25,000; Hmong 18,000-20,000; Mien 6,000-8,000; Lao 3,000, and; Cambodian 1,000. According to Southeast Asia Resource Action Center, per the Census 2000 data, California is the state with the highest number of Southeast Asians; however, the breakdown of groups is unavailable from them for counties.

Political upheaval in the former Soviet Union and in southeastern Europe has also caused the region to become home to many Russian, former Soviet and Bosnian refugees. Church data shows conservative numbers of 50,000 Russian/Formal Soviet and 3,000 Bosnian refugees in Sacramento County.

Four key demographic conditions will influence Sacramento's future:

- Growth
- New population distribution patterns
- Increasing racial/ethnic diversity including immigrant and refugee populations
- Increasing proportion of seniors

According to the Sacramento Chamber of Commerce's 2003 Sacramento Region Fact Sheet, "Sacramento County is the nation's 10<sup>th</sup> fastest growing city based on numerical gains in population, according to the U.S. Census Bureau" (as reported in The Sacramento Bee, April 2002).

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While the rate of growth of ethnic/racial populations in Sacramento County has slowed slightly from 1990 to 2000, the challenge to provide services for multicultural populations continues. The establishment of "one stop" neighborhood multi-service centers in low-income parts of the county have helped to meet health, welfare, and mental health needs in a more holistic fashion that is more acceptable for many groups. New Helvetia Neighborhood Service Center serves the Central region, Del Paso serves the Northwest region, Oak Park covers the South region, and Rancho Cordova handles the Northeast region.

Sacramento County is host to several urban and rural community center areas, providing arts, theatre, and shopping.

Old Sacramento, situated directly on the east side of the Sacramento River near the confluence of the American and Sacramento Rivers, is an on-going redevelopment project designed to lure both visitor and native to this historic and culturally-rich area. It has produced an historical timeline of the city in the K Street tunnel leading to Old Sacramento and the completion of the

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waterfront promenade, among other improvements. Large shopping malls (besides the Downtown Mall) include Florin Mall in South Sacramento, completed/developing shopping regions in Elk Grove, Arden Fair Mall in the north area, Sunrise Mall in the northeast portion of the county, and a 60-store Outlet Mall in nearby Folsom.

Urban communities surrounding the city of Sacramento include South Natomas, North Highlands, Del Paso Heights, Arden-Arcade, South Sacramento, and the Land Park/Pocket/Meadowview areas. The formerly identified urban community of Rancho Cordova became a city in July 2003.

Still highly populated, yet situated in somewhat of a “rural” setting, are the community areas of North Natomas, Rio Linda, Elverta, Antelope, Foothill Farms, Carmichael, Orangevale, Fair Oaks, Folsom, Rancho Murieta, Cosumnes, Laguna, and Laguna West. Two previously identified “rural” communities, Citrus Heights and Elk Grove, became cities in January 1997 and July 2000, respectively. Further to the south, there are a number of smaller communities including Galt, Isleton and Hood/Franklin.

### **Mental Health Plan Regional Service Delivery Areas**

The Sacramento Mental Health Plan (MHP) is a blend of public and private contracted community-based traditional and non-traditional providers who are located at multiple service sites throughout the County. These community-based service sites were based on client needs, community considerations and population clusters, i.e. CalWORKs/Medi-Cal recipients, community preferences, low income neighborhoods, population distribution patterns of underserved groups, access to transportation, the availability of



service space and the interest/willingness of residents to have mental health services located in their neighborhood.

For planning and service delivery purposes, the county is broken into four services delivery areas. These Sacramento County Mental Health Regional Services Delivery Areas (regions) are:

- **Northwest Region** – Serves North and South Natomas, Rio Linda-Elverta, Antelope, Citrus Heights and North Highlands.
- **Northeast Region** – Contains the communities of Arden-Arcade, Carmichael, Orangevale, Fair Oaks, Folsom, and Rancho Cordova, as well as extending east along the Light Rail corridor to serve the communities of Rosemont and areas of Rancho Cordova accessible to public transit.
- **South Region** – A geographically expansive region includes Land Park/Pocket, Meadowview, South Sacramento, Rancho Murieta, Cosumnes, Elk Grove, Franklin-Laguna, Galt and Isleton.
- **Central Region** – Situated directly in the core of the City of Sacramento and serves the downtown population.

A wide array of service providers are located in these regions (serving adults, older adults, and children and families). In order to provide the flexibility necessary to meet the needs of consumers and to maximize services, some sites are full service regional centers serving beneficiaries in that region.

Other sites provide specialized services that are available to all eligible consumers. Each region contains a regional program (Regional Support Team -RST) that provides a full range of mental health services to adults who live in that region as well as other services (Specialty Services) that are available to any adult in the county that requires the service and meets admission criteria.

The Children's System of Care is configured according to level of service intensity required by the individual child and family being served. The

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most intensive programs serve clients countywide. Community and school-based outpatient services are located in over 40 sites covering all geographic regions of the county. Figure 1 displays the regions and identifies Regional and Specialty Programs.

**A1b. Terrain and Distances**

The County is comprised of 637,220 acres, or 995.7 square miles (these numbers include both land and water areas). Sacramento is known for its rivers; the American and Sacramento Rivers converge in Sacramento. The rivers are attractive areas that contribute to the beauty and uniqueness of the area. The rivers, however, present a significant challenge for design of transit routes, etc.

The terrain for most of Sacramento County is relatively flat to the Folsom area, which borders the El Dorado County foothills. Folsom begins a gently rolling terrain, which continues into the Cosumnes/Rancho Murieta areas. Directly south of the downtown area, the topography is considerably flat. Between the Elk Grove/Laguna area and Galt the land is also primarily flat and used for farming or cattle. The countryside near the southern most town of Isleton includes acres of pear trees and grapevines, with the Sacramento River flowing through the middle of that community.

**A1c. Main Transportation Routes and Availability of Public Transportation**

Driving is a way of life in Sacramento. Main transportation routes are plentiful, and include Interstate 80 running east and west and serving the Central, Northeast and Northwest Regions. Interstate 5 and Highway 99, running somewhat parallel to each other in a north and south orientation, serve the Northeast, Central, and South Regions. State Route 50, beginning at the middle

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of the main Sacramento interchange and moving east through Sacramento County into El Dorado County, serves the Northwest and Central Regions. The Capital City Freeway is used by parts of the Central and Northwest Regions. This portion of roadway was previously known as Interstate 80 and Business Loop 80. Highway 160, running from Isleton continuously next to the Sacramento River and through the city of Sacramento, connects Downtown Sacramento with the Capital City Freeway close to the Arden Fair Mall shopping center and Cal Expo. To help alleviate the increasing amount of traffic congestion, Highway 99 and Interstate 80 have undergone lane additions while Watt Avenue and Sunrise Boulevard along Interstate 50 have received lane additions or re-routings.

The cost of maintaining an automobile presents problems for some low income residents. Some solve the problem by carpooling. Public transportation is available in each of the Regions in the form of a bus transit system, and to a limited extent, the Sacramento Light Rail system. Light Rail has opened a new “avenue” to downtown transportation, and continues to expand its service to outlying areas in an effort to address and improve transportation issues. Currently, Light Rail extends east to the Mather Field/Mills Station and on the north side, it travels to the Watt Avenue bridge station near McClellan AFB. Light Rail is scheduled to continue its trek further west from downtown to the Amtrak station and east from Mather Field/Mills Station to historic downtown Folsom in the future. In September 2003, Light Rail began service to the south from downtown Sacramento to Meadowview Road. Phase 2 of this southern corridor proposes the extension of the line from Meadowview station to the Calvine/Auberry intersection in Elk Grove. While Light Rail has opened a new “avenue” to downtown transportation, it is still

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somewhat limited in its routes. For example, the furthest it travels to the east is to the Butterfield Station, on the outskirts of Rancho Cordova. On the north side it travels to a stop on Interstate 80 west of the Watt Avenue Bridge, near McClellan AFB.

While public transportation is a viable option for some, scheduling problems, language difficulties, cultural considerations, long waits at bus and light rail stations, problems coordinating connecting conveyances, financial constraints, inconvenience, and problems associated with some forms of mental illness present considerable difficulty for some mental health consumers.

In siting MHP facilities, ease of access is a primary consideration. Whenever possible, regions are configured so that consumers can comfortably walk to services and bicycling is an option for others. Additionally, some providers use taxis and outreach workers to assist with transportation needs.

Other forms of transportation include the Greyhound bus line, Amtrak, and the Sacramento International Airport.

## **2. Socio-economic Characteristics of Sacramento County by Service Delivery Region**

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**2a. Primary Economic Support**

In 2000, services ranked first in employment estimates with 156,400 employed in this field. Next, government employment came in with 154,700 employees, followed by the retail field with 114,000, then financial/insurance/real estate with 40,000 and finally, manufacturing at 35,400. The 2000 Census contained three other categories, agriculture with 3,300; mining/construction with 32,300; and, transportation with 22,200.

Unemployment figures continue to fluctuate in Sacramento County. According to the California Department of Employment Development's September 12, 2003 Sacramento Metropolitan Statistical Area (MSA) report, the unemployment rate was 5.4 percent in August, down from 6.0 percent in July, while California had an unemployment rate of 6.5 percent and the nation carried a 6.0 percent rate. From July 2003 to August 2003, Sacramento County lost 800 jobs from different occupational sectors.

**2b. Average Income Levels**

According to the U.S. Census Bureau 2000 Sacramento County profile report, median household income is \$39,461. Information on the highest and lowest median incomes were unavailable for 2000 and various factors including increasing housing costs and reduced job opportunities have contributed to 27% of children ages 0 – 17 living in poverty in Sacramento County (2001 California Child Care Portfolio, A Project of the California Child Care Resource & Referral Network).

**2c. Welfare Caseload**

The implementation of the CalWORKs program resulted in the overall welfare caseload decline during the late 1990s and early 2000 as some recipients returned

to work. According to the Sacramento County Department of Human Assistance Databook, June 2003 report, the County averaged 25,885 families as monthly welfare recipients for fiscal year 2002-2003. This number includes monthly averages of 11,168 one-parent or disabled-parent households; 4,939 cases in two-parent households; 4,501 foster care cases, and 3,514 Aid-to-Adopt cases. While foster care cases and Aid-to-Adopt cases are handled by one office and not delineated by regions, the CalWORKs monthly average caseloads per Region are:

- Northwest Region - 3,303 cases
- Central Region - 2,080 cases
- Northeast Region - 6,647cases
- South Region - 6,661 cases

According to an official with the Department of Human Assistance, the continuing economic downturn has not adversely affected caseload increase and the average number of cases per month in 2003 have held steady since 2002.

### **Child and Family Issues**

While Sacramento has long been considered a family-friendly community—a good place to rear children—the area is sharply contrasted by the ease in which the affluent, individuals and families, who utilize the finest goods and services available, with the plight of the indigent who depend on county services to care for the needs of their children and families. Continuing trends indicate that many area families are experiencing changes and stressors that afflict families in urban areas throughout the country.

The most significant and alarming trend is the high poverty level of Sacramento County children. 27.3% of the county's children live below the poverty level, according to Census 2000. This average is much higher than the national average

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of 19.9% and slightly higher than the state average of 24.6%. Sacramento County continues to rank among the top five largest counties with the highest rate of families receiving CalWORKS [formerly Aid to Families with Dependent Children (AFDC)].

The growth in single-parent families, negative health indicators related to maternal and child health, and increasing family and juvenile violence may be attributable to the county's poverty level. Sacramento reports extremely high child abuse/maltreatment cases, with an "emergency response disposition" rate per 1,000 persons of 97.9%, far above the state average of 64.6%. Child welfare services launched investigations on 6.5% of the county's child population and ended a one-year period from March 2001 to February 2002 with 6,426 substantiated allegations. During the month of February 2002, 17.6 per 1,000 children were in out of home placements, again exceeding the state average of 11. Children placed out of the home often do not return to their homes for 1-2 years, once more exceeding the state average.

Other disturbing factors amongst many Sacramento County children include increased school drop out, suicide and criminal rates. The three-year average for high school drop out rate is 3.7 while the state averages at 3.0. The suicide rate for persons under age 18 is 1.6 with the state average at 1.0. The criminal rates, i.e., school violence, domestic violence, felony crimes, crimes with a weapon, have all increased above the state rates. The reported crime rate per 1,000 persons is 60.5, making it the fifth highest per capita rate in the state.

## **2d. Employment Data**

In 2000, Sacramento's per capita income growth rate fell below that of the state between 1990 and 2000. The county per capita income consistently remains

below the state's average. Local job growth has seen slight increases in the mining/construction trades and transportation occupations in the past decade. Still, many jobs are seasonal, part-time, or temporary and may not provide health and other benefits. The salary of a single woman, with one child, making minimum wage, puts the family of two below the 2000 Federal poverty guideline level of \$11,250.

Major employers in Sacramento County have always included government and the military. However, the military sector's contribution to the area's economic base has declined with the closures of Mather Air Force Base (Northeast Region), the Sacramento Army Depot (Central and South Regions), and the McClellan Air Force Base (Northwest Region). Parts of Mather have been converted to low to moderate income housing while McClellan has been converted to civilian shops and services.

It was hoped that the advent of computer-based industries to the area would add many steady job opportunities, but these industries are based largely on the economic climate in the nation. The converted Army Depot closed in 2000 as a Packard Bell manufacturing plant, the Intel operation in Folsom cut positions in 2002, the Apple Computer plant in Elk Grove experiences layoffs yearly, and the Hewlett-Packard and NEC companies across the Sacramento County line have also experienced downsizing.

The California Department of Employment Development's September 12, 2003 report notes that Sacramento County's workforce declined from 745,400 July 2003 to 744,600 actually employed in August 2003.



**2000 Census Information Broken Down in Communities within the Regions follows:**

	<b>Workforce</b>	<b>Employed</b>	<b>Unemployed</b>	<b>Percent*</b>
Arden-Arcade (Northeast)	62,250	59,510	2,740	4.4%
Carmichael (Northeast)	32,140	30,790	1,350	4.2%
Citrus Heights (Northwest)	74,560	71,240	3,320	4.4%
Elk Grove (South)	11,450	10,950	500	4.4%
Fair Oaks (Northeast)	18,710	17,940	770	4.1%
Florin (South)	13,850	13,150	700	5.1%
Folsom (Northeast)	15,580	14,990	590	3.8%
Foothill Farms (Northwest)	12,040	11,350	690	5.7%
Galt (South)	5,130	4,570	560	10.8%
Isleton	550	500	50	8.4%
Laguna (South)	7,280	6,980	300	4.1%
La Riviera (Northeast)	8,420	7,960	460	5.4%
Mather (Northeast)	1,360	1,270	90	6.6%
North Highlands (Northwest)	25,050	23,030	2,020	8.1%
Orangevale (Northeast)	17,050	16,200	850	5.0%
Parkway	15,630	13,990	1,640	10.5%
Rancho Cordova (Northeast)	32,770	31,010	1,760	5.4%
Rio Linda (Northwest)	5,590	5,150	440	7.8%
Rosemont (Northeast)	15,990	15,400	590	3.7%
Sacramento City (Central) (Includes portions of other regions that are in the city limits)	221,970	206,660	15,370	6.9%

\* Percentage of unemployed of the total workforce.

Updated 2000 Census data regarding workforce by communities within Sacramento County are cited here, but carry the following precautions from the California Employment Development Department, Labor Market Information Division in their September 9, 2003 report: 1) all unemployment rates shown are calculated on unrounded data; 2) these data are not seasonally adjusted; 3) due to the introduction of the 1990 Census population figures, the data for years prior to 1990 are not comparable with data for 1990 through 1999; 4) census ratios used to calculate sub county labor force are based on 1990 Census data. According to the California Employment Development Department, "some census data is still not out due to population control factors. Population control data generates rates. The community rates

are based on specific formulations and methodology. We do not expect this information to be issued until sometime in 2005.”

**3. Other relevant county or regional characteristics of interest.**

As the seat of political activity for the entire state, Sacramento is arguably the most politically “savvy” community in California. The State Capitol area includes the governor’s office, the legislative branch of government and the judiciary. Sacramento is the home of lobbyists, CSAC and many other political entities.

In addition to the political overlay, Sacramento County has all of the challenges expected of a large metropolitan area. While some of these issues are highlighted elsewhere in this document, two issues, the homeless population and the number of board and care clients are of note here. In a recent survey done locally of Board & Care resources, the number of residential care homes has shrunk from 248 down to 70 in the past ten year period. A small number, 12 homes with 115 beds, are involved in the ACT Program (Augmented Care and Treatment). Residents in these homes receive additional services designed to assist them in remaining at this level of care. Without these services many clients would require more restricted services.

While the number of licensed residential care homes has decreased, the phenomenon of unlicensed room and board homes has developed. These facilities are unregulated, charge rent for a room and one or two meals a day and provide no oversight or supervision except for the protection of the real estate. Clients come and go at will and frequently prefer this arrangement as it affords them the maximum in flexibility and freedom.

Being the largest metropolitan area in this northern area of the Central Valley, and surrounded primarily by small, rural counties, numbers of disabled individuals from

surrounding counties are placed into the array of residential homes in Sacramento. Neighboring foothill counties may host only two or three adult residential homes and when those resources are full or exhausted, Sacramento resources are often used.

Additionally, this region serves as a major transportation crossroad and as a result, there has developed an “inheritance syndrome” wherein individuals with mental disabilities sometimes pass through this region, but by plan or happenstance, remain here and become the treatment responsibility of Sacramento County. This phenomenon sometimes results in clients being placed on LPS Conservatorship and into longterm care utilizing county resources.

The issue of homelessness has received a great deal of attention in Sacramento County. By fine tuning data collection methods, the current estimated homeless population for Sacramento County as of August 2003 is 2,900. Certain homeless advocacy groups consider this number to be a conservative estimate. Nonetheless, national statistics estimate that 30 – 35 % of homeless suffer from a mental illness and that 50 – 65% suffer from co-occurring disorders of mental illness and addiction disorders.

Over the years, Sacramento County Mental Health continued to develop services that provide assistance to the homeless. Currently, a range of mental health services is available to assist and support consumers with their recovery from homelessness and mental illness. Services are provided with the understanding that needs of homeless individuals are complex and multi-faceted, taking into account gender, race, ethnicity, and the cycle of homelessness. Attention is focused on housing, co-occurring disorders of mental illness and substance abuse and untreated medical conditions. These services were greatly enhanced in FY 2000-2001 with the awarding of 5.2

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million dollars to serve homeless individuals (AB 2034.) Services are recovery focused, culturally competent and field based.

The Division of Mental Health contracts with four agencies to provide the following range of homeless mental health services: outreach, outpatient, transitional and permanent housing, as well as the AB 2034 programs that provide integrated, comprehensive, 24/7 treatment and outreach services.

Data from both outreach and the AB 2034 program indicates that 58%-60% of Sacramento County homeless clients receiving mental health services are Caucasian, 28%-29% are African-American and 7%-8% are Hispanic, with the remaining being Native American 1%, Asian 1% and other.

# **APPENDIX II**

## **Sacramento County Mental Health Board and the Human Services Coordinating Council Letters of Review and Approval**



SACRAMENTO COUNTY  
DEPARTMENT OF

**Mental Health Division**  
Thomas J. Sullivan, Director  
Mental Health Services

## *Health & Human Services*

Telephone: (916) 875-5521  
Fax: (916) 875-6970

Jim Hunt  
Director

January 20, 1999

Welcome to Sacramento County! I regret that I am unable to meet with you during this Review. Kathleen Henry, Acting Director, Dr. Robert Hales, Medical Director, and the rest of my staff will meet with you and provide any and all information and assistance that you need.

These materials, hopefully, will facilitate your review of our Plan. They document our processes and procedures. At your request, the following information for the review team has been included:

- Sacramento County Mental Health Implementation Plan
- Policies and procedures
- Complaint and grievance logs
- Handouts, fliers, etc., notifying beneficiaries about the complaint and grievance procedures
- Quality Improvement Committee minutes

I look forward to your suggestions and comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Sullivan", is written over a horizontal line.

Thomas J. Sullivan, Director  
Mental Health Services



C A L I F O R N I A D E P A R T M E N T O F

# Mental Health

1600 9th Street, Sacramento, CA 95814  
(916) 654-3551

February 1, 1999

*Burnsletter  
cc File*

Mr. Thomas J. Sullivan, Director  
Sacramento County Health & Human  
Services Department  
3701 Branch Center Drive, Room 213  
Sacramento, California 95827-3922

*TS*  
Dear Mr. Sullivan:

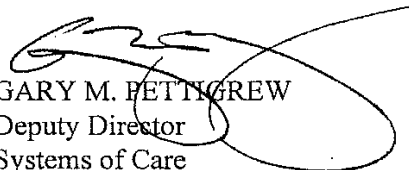
It has come to our attention that we inadvertently failed to issue formal approval letters for some counties implementing Phase II, Medi-Cal Specialty Mental Health Services Consolidation effective June 1, 1998. This letter will serve as your official approval to implement your Phase II Implementation Plan.

The Department's Executive Staff reviewed your county's readiness for implementation of Phase II, Medi-Cal Specialty Mental Health Services Consolidation and approved an implementation date of June 1, 1998. As you are aware, your Implementation Plan has already been approved as revised.

If you have not already done so, please forward copies of your boilerplate provider contracts (each type you are using), member services brochure, provider handbook, and five copies of the revised Implementation Plan to your regional Technical Assistance and Training liaison.

For further information, please contact Dee Lemonds, your liaison for Technical Assistance and Training, at (916) 654-3001.

Sincerely,

  
GARY M. PETTIGREW  
Deputy Director  
Systems of Care

cc: Dee Lemonds

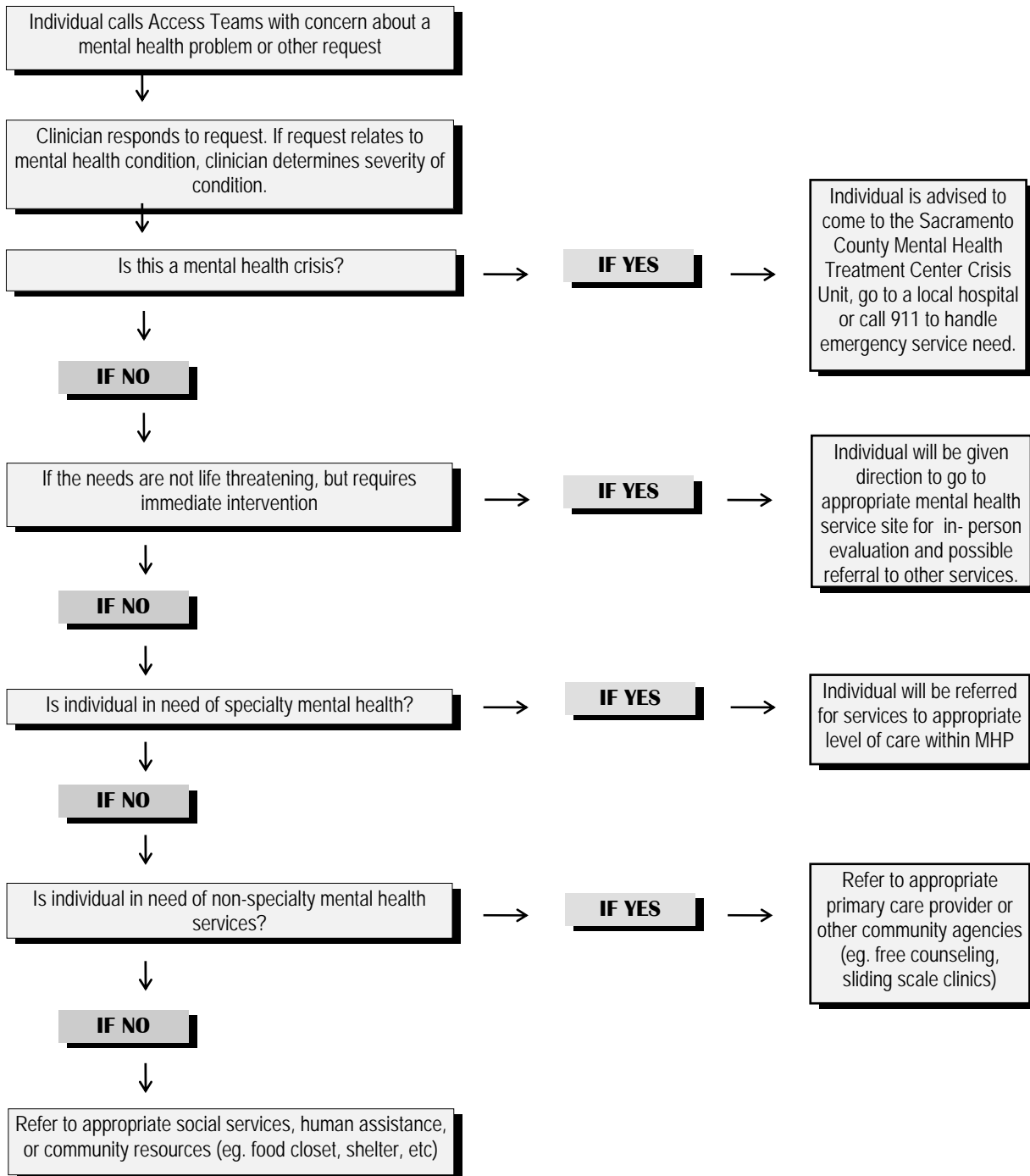
FEB 4 1999


# **APPENDIX III**

## **Sacramento County Mental Health Children and Adult Services ACCESS Decision Tree + Important Contact Information**



**Sacramento County Mental Health, Children and Adult Services**  
**Access Teams Decision Tree**  
**(888-881-4881)**



 <b>Important Telephone Numbers</b>	
Emergency	911
ACCESS	(916) 875-1055
ACCESS toll-free/24-hours	(888) 881-4881
Psychiatric Emergency/Urgent Services	(916) 732-3637
Member Services	(916) 875-6069
Patient's Rights Advocate	(916) 737-7104
Mental Health Treatment Center	(916) 875-1000

**Emergency care does not require pre-authorization.**

### **How Do I Know If Someone Needs Help Right Away?**

Even if there is no emergency, a person with mental health problems needs help right away if one or more of these things is true.

- Hearing or seeing things others believe are not there
- Extreme and frequent thoughts of, or talking about, death
- Giving away their things
- Threatening to kill themselves (suicide)
- Wanting to hurt themselves or others

If one or more of these things is true, call 911 or the Sacramento County MHP at **(888) 881-4881** (24-hours, toll-free). Mental Health workers are on-call 24-hours a day.

### **What Specialty Mental Health Services Does Sacramento County Provide?**

**The MHP provides all medically necessary mental health services, which may include:**

- Evaluation and Assessment
- Brief Therapy
- Counseling: Individual, Family, and Group
- Outpatient Crisis Stabilization
- Crisis Residential Treatment
- Adult Residential Treatment
- Case Management, Intensive Case Management
- Medication Evaluation and Support
- Intensive Day Treatment
- Day Rehabilitation
- Psychological Testing

4

MID 3000 TYPE 31

1  
IF YOU WANT TO REFER, REQUEST  
ADDITIONAL TREATMENT OR  
NEED AUTHORIZATION FOR AN ADULT

2  
IF YOU WANT TO REFER, REQUEST  
ADDITIONAL TREATMENT OR  
NEED AUTHORIZATION FOR  
A CHILD

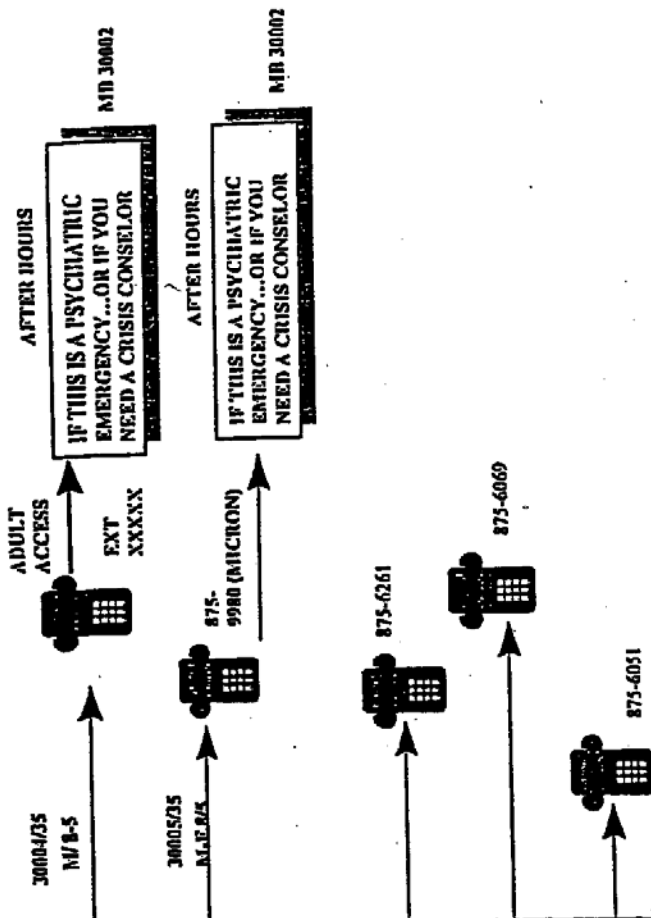
3  
IF YOU WANT TO BECOME A SACRAMENTO  
COUNTY MENTAL HEALTH  
PLAN PROVIDER OR HAVE QUESTIONS  
REGARDING CREDENTIALING OR  
SITE CERTIFICATION,

4  
IF YOU HAVE A COMPLAINT,

5  
IF YOU HAVE A BILLING PROBLEM,

9  
TO REPEAT THIS INFORMATION

\*  
TO RETURN TO THE MAIN MENU



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**SACRAMENTO COUNTY MENTAL HEALTH PLAN  
TOLL FREE INFORMATION LINE  
1-888-881-4881 (916-875 1055)  
Business Hours and After Hours Call Routing**

**Business Hours (Monday – Friday 8-5)**

**30027 (31) (8-5)-**

You have reached Sacramento County's Mental Health Plan Information Line

If this is a life threatening emergency, please hang up and dial 9-1-1

If you speak English remain on the line

If you need an interpreter, press 6----30003 (35) 30012 (34) - 43659

For Spanish, press 6 \*

For Vietnamese, press 6 \*

For Russian, press 6 \*

For Hmong, press 6 \*

Please listen to the following four options:

You may make your selection at any time during this menu

If you are seeking Mental Health Services for an adult, press 2----30004 (35) 30013 (34) 43659

If you are seeking Mental Health Services for a child, press 3----30005 (35) 30014 (34) - 59980

If you are a provider, or want to become a provider, press 4---- 30001 (31)

For general information, such as hours of business, location, problem or complaint, press 5 --- 30007 (31)

To repeat these options, press 9----30027 (31)

If you are calling from the California Relay System, or a rotary phone, please remain on the line----caller is routed to new backline (876-7044), and is answered by Access Team.

\* - Menu selection routes to Access Team.

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**SACRAMENTO COUNTY MENTAL HEALTH PLAN  
TOLL FREE INFORMATION LINE  
1-888-881-4881 (916-875 1055)  
Business Hours and After Hours Call Routing**

**After Hours (5 P.M.-8 A.M.), Weekends & Holidays**

875-1055 (35)

30028 (31) (5 P.M.-8 A.M.) –

30028 (31)

You have reached Sacramento County's Mental Health Plan Information Line

If this is a life threatening emergency, please hang up and dial 9-1-1

If you speak English remain on the line

If you need an interpreter, press 6 ----- 65457

For Spanish, press 6 \*

For Vietnamese, press 6 \*

For Russian, press 6 \*

For Hmong, press 6 \*

Please listen to the following four options:

You may make your selection at any time during this menu

If you are seeking Mental Health Services for an adult, press 2-----65457

If you are seeking Mental Health Services for a child, press 3-----65457

If you are a provider, or want to become a provider, press 4----- 30001 (31)

For general information, such as hours of business, location, problem or complaint, press 5--- 30007 (31)

To repeat these options, press 9-----30028

If you are calling from the California Relay System, or a rotary phone, please remain on the line-----65457

**PRESS 4 FROM MAIN MENU**

30001 (31)

If you want to refer, request additional treatment or need authorization for an adult, press 1-----30004

(35) 30013 (34) 43659

After hrs 65457

If you want to refer, request additional treatment or need authorization for a child, press 2-----30005 (35)

30014 (34) – 59980

After hrs 65457

---

**SACRAMENTO COUNTY MENTAL HEALTH PLAN  
TOLL FREE INFORMATION LINE  
1-888-881-4881 (916-875 1055)  
Business Hours and After Hours Call Routing**

If you want to become a Sacramento County Mental Health Plan Provider or have questions regarding credentialing or site certification, press 3-----50880

If you have a complaint, press 4-----56069

If you have a billing problem, press 5-----51726

To repeat this information, press 9-----30001 (31)

To return to the Main Menu, press the \* key

**PRESS 5 FROM MAIN MENU**

**30007 (31)**

Emergency Services for adults and children are provided at the Sacramento County Mental Health Treatment Center located at 2150 Stockton Blvd.

For hours of operations, press 1

If you have a grievance or wish to request a fair hearing regarding your mental health services, press 2-----56069

To repeat these options, press 9-----30007 (31)

To return the Main Menu, press the \* key

**PRESS 1 FROM MAIN MENU 5**

**30008 (1)**

**The Sacramento County Mental Health Treatment Center is open 24-hours a day. Requests for non-emergency services are handled by the Access Team between the hours of 8-5 Monday-Friday.**

**30009 (31)**

To repeat this information, press 1

To end call, press 2-----30010 (1) – Thank You Goodbye

To return to the Main Menu press the \* key

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## **Sacramento County Mental Health Treatment Center**

### **Service Description**

*Sacramento County Mental Health Treatment Center is a psychiatric health facility under licensure from the State Department of Mental Health. The Center was built in 1991/92 and houses a 100-bed Inpatient unit and a Crisis unit serving adults and minors in acute psychiatric distress. Services have been provided on the same site since 1980, and many of the original employees are still employed at this facility.*

*All treatment services are provided under the direct supervision of licensed mental health professionals. Treatment or admission will not be denied to patients based on their ability to pay. Patients who need acute medical care cannot be treated or admitted to the Center but must be referred to a general acute care hospital with a psychiatric unit.*

*Patients may be admitted to the Treatment Center voluntarily or involuntarily. Individuals are admitted involuntarily only if they manifest a danger to others, are seriously suicidal, or cannot provide for their basic life needs and these problems result from a mental disorder. Patients may be admitted voluntarily if they are capable of giving informed consent to treatment, need acute inpatient psychiatric care, and cannot be treated on a less restrictive setting or lower level of psychiatric care.*

*All persons coming to the Treatment Center for acute psychiatric treatment will be evaluated. Patients who come to MHTC seeking only referrals, placement, or other social services needs will be referred to an appropriate agency but not necessarily receive a complete psychiatric evaluation unless their behavior and symptoms indicate the need for such an evaluation. When referring patients, professionals in the community should determine whether the patient will need to be admitted.*

*If admitted to the inpatient unit, the client is assigned to an interdisciplinary treatment team including a psychiatrist, mental health counselors, recreational therapists, placement team members, mental health workers, psychiatric nurses, and a legal representative.*

*The interdisciplinary team daily assesses each client's condition, treatment course, and discharge. Focus is on the client's total needs and includes mental, emotional, physical, and social needs, both while in the facility and when reentering the community. While on the unit, each client is encouraged to attend the therapy groups and therapeutic activities offered every day throughout the day and evening. A dedicated staff of physicians, clinicians, nurses, recreational therapists, mental health workers, housekeepers, cooks, and administrative personnel pool their skills and efforts to offer the best quality of treatment possible for the clients at Sacramento County Mental Health Treatment Center.*

*2150 Stockton Boulevard, Sacramento, CA 95817, (916) 875-1000*

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**Sacramento County  
Mental Health Treatment Center**

***Mission Values Statement***

**VISION**     *The Treatment Center will set the standard for effective delivery of high quality psychiatric care within the community*

**MISSION**   *The Treatment Center:*

*Is committed to providing high quality mental health treatment services to the acutely and persistently mentally ill*

*Is committed to multidisciplinary treatment planning based on the theory that mental illness has biopsychosocial origins*

*Is committed to helping each individual realize his or her full human potential for recovery, stabilization or remission of symptoms through appropriate treatment*

*Is committed to working cooperatively with individuals and other providers of mental health services to deliver the full range of services needed by the individuals we serve*

*Is committed to delivering quality services in a cost effective and fiscally responsible environment*

**VALUES**    *All individuals have a basic human right to be treated with dignity and respect*

*Successful treatment occurs in an environment that is safe and provides the programming that meets the physical and emotional needs of our clients*

*Inclusion of the client, family and community support system in the treatment process is critical to quality outcomes.*

*Communication with individuals, families, other providers and staff is based on honesty and authenticity*

*Professionalism is enhanced with a commitment to increasing our knowledge and skill level through continued educational opportunities*

*Recognizes that constructive feedback is important to our ongoing learning process*

*Treatment and placement should always be provided in the least restrictive environment*



## Access Rollover Telephone

## KEY TO

Date :

ONLY

[illegible]

See Key Codes For explanation \* & \*\* & \*\*\*  
Original to be maintained by Crisis Telephone

Access Rollover Unit Telephone Log 11/25/2002

**ADULT MENTAL HEALTH SERVICES**  
**INTENSIVE PLACEMENT TEAM - CURRENT PLACEMENT DATA**  
**June 13, 2007**

MHRC	Rate Per Day*	Number Placed	IPT Placement Indications	Exclusion	Estimated Length of Stay
American River Behavioral Health (ARBH) 53-bed	\$155.00	19 Includes: 4-TP, 1-Private Pay	<ul style="list-style-type: none"> <li>Ambulatory</li> <li>Able to participate in a recovery-based program that prepares client to live in the community</li> <li>Active population - typically a younger clientele</li> <li>Treatment is focused on recovery based principals with an emphasis on group participation and community re-entry.</li> <li>Will accept pregnant women (after the first trimester)</li> </ul>	<ul style="list-style-type: none"> <li>Sexual assault history</li> <li>Recent history of pedophilia</li> <li>Significant medical conditions</li> <li>Recent assault, elopement or arson history</li> </ul>	3 – 6 months
Crestwood Sacramento 99-bed	\$181.00 \$149.00	1 23 Includes 1- TP	<ul style="list-style-type: none"> <li>Same as above</li> <li>There are two levels of payment - the higher rate is identified for those who have more acute symptoms and require additional supervision.</li> <li>Lower rate - these individuals are able to participate in the recovery program and require less supervision. This program also offers Dreamcatchers, a program that focuses on vocational rehabilitation and community re-entry.</li> </ul>	Same as above	3 – 6 months
Crestwood Center at Napa Valley "Angwin"	\$213.00 \$170.00	1 7	<ul style="list-style-type: none"> <li>Same as above (they do not offer Dreamcatchers)</li> <li>Able to accept clients who present with more acute symptoms</li> <li>Used as a diversion and/or transition from State Hospital</li> </ul>	Same as above but has a higher threshold for behavioral issues	6 – 18 months
Bakersfield Crestwood Behavioral Health Center	\$181.00	2	<ul style="list-style-type: none"> <li>MHRC with an active population addressing highly disruptive and impulsive behaviors that require supervision and redirection</li> <li>The clients tend to have difficulty internalizing skills in alternative MHRCs due to their level of psychiatric and behavioral issues.</li> </ul>	Location	1 year +
<b>MHRC Subtotal</b>		<b>53</b>	<i>Two are local facilities (Crestwood Sacramento &amp; ARBH).  Each facility reserves the right to decline admission based on their current milieu or population served.</i>		

June 29, 2007

SNF	Rate Per Day*	Number Placed	IPT Placement Indications	Exclusion	Estimated Length of Stay
Modesto Crestwood	\$27.00 \$14.00	33 9	<ul style="list-style-type: none"> <li>Younger, active</li> <li>Older clients with cognitive decline, behavioral issues, non-ambulatory</li> </ul>	<ul style="list-style-type: none"> <li>Recent elopement or arson</li> <li>Recent history of assault or assault risk</li> <li>Sexual assault history</li> <li>Recent history of pedophilia</li> </ul>	12 months +
Stockton Crestwood	\$27.00	44	<ul style="list-style-type: none"> <li>Older, less active clients (e.g., dementia, cognitive impairments)</li> </ul>	Same as above	12 months +
Redding Crestwood	\$20.00 \$50.00	1 1	<ul style="list-style-type: none"> <li>Older adults</li> <li>Requires consistent prompting and behavioral intervention</li> <li>Complex medical and psychiatric symptoms</li> <li>Community re-entry program on site</li> </ul>	Only refer clients who require this specialization	Long term care
Fremont Crestwood	\$118.00	7	<ul style="list-style-type: none"> <li><u>Neurobehavioral specialty</u></li> <li>Primary diagnosis of organic brain disorder</li> </ul>	Only refer clients who require this specialization	Long term care
Idylwood Care Center	\$118.00	21	<ul style="list-style-type: none"> <li><u>Neurobehavioral specialty</u></li> <li>Extensive medication conditions along with significant behavioral issues</li> </ul>	Only refer clients who require this specialization	Long term care
Medical Hill (Non-Crestwood Provider)	\$160.00	6	<ul style="list-style-type: none"> <li><u>Neurobehavioral specialty</u></li> <li>Severe medical conditions and behavioral complications (medical / psychiatric specialty)</li> </ul>	Only refer clients who require this specialization	Long term care
Creekside (Non-Crestwood Provider)	\$125.00	3	<ul style="list-style-type: none"> <li>Licensed as a SNF but has a MHRC focus.</li> <li>Effective with high-risk behaviors, e.g., impulsivity, aggression, borderline personality traits, dangerous drug-seeking behaviors, elopement, self-injurious behaviors, co-occurring substance abuse, self-aggression, and suicidal / homicidal ideation</li> </ul>	<ul style="list-style-type: none"> <li>Registered Sex offenders</li> <li>Family appointed Conservators</li> </ul>	6-12 months

June 29, 2007

<b>SNF Subtotal</b>	<b>125</b>	<ul style="list-style-type: none"> <li>▪ All are located out of county.</li> <li>▪ Three have neurobehavioral specialty services.</li> <li>▪ Most treat specialized populations.</li> <li>▪ All reserve the right to decline a referral based on current milieu or population served.</li> </ul>
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<b>Facility Summary</b>	<b>Numbers Placed</b>	<b>Cost Per Bed Day Range*</b>	<b>Comments</b>
<b>MHRC</b>	53	\$149 – \$213	<ul style="list-style-type: none"> <li>▪ Two local facilities: Crestwood Sacramento &amp; ARBH</li> <li>▪ Crestwood Angwin has accepted clients with extremely challenging behaviors who have not been accepted locally.</li> </ul>
<b>SNF</b>	125	\$14 – 160	<ul style="list-style-type: none"> <li>▪ Three have neurobehavioral specialties with specialized staffing and treatment.</li> <li>▪ There are currently no facilities in Sacramento with this specialty.</li> </ul>
<b>Subtotal</b>	<b>178</b>		
<b>State Hospital (Adults only)</b>	30	\$358 - \$395	<ul style="list-style-type: none"> <li>▪ Clients are placed at State Hospital when no other less restrictive alternatives are available, acute psychiatric hospitalization is no longer indicated or client's symptoms are treatment refractory.</li> </ul>
<b>Grand Total</b>	<b>208</b>		

\* *Placement data and costs current as of 06-13-07. Rates per bed day are all inclusive except for Creekside, Crestwood Sacramento – physician costs are separate.*

**FY 06-07 Changes:**

- Defunded 3 State Hospital beds
- Added Creekside SNF – contract for 3 beds
- Crestwood Sacramento - increased bed capacity from 90 to 99 beds in late FY 06-07 (05/02/07).
- Medical Hill – increased rate of denials
- Augmented Subacute Contracts by \$1.5 M via other contract reductions and general fund augmentation

**FY 07-08:**

- Due to recent legislative changes, there will be a rate increase of 6.5% effective 07/01/07. This also occurred in FY 06-07.
- Shortfall of \$743,180 due to one-time funding augmentation in FY 06-07.
- Idyllwood facility – ownership transfer to Helios Corporation effective 07/01/07.
- Possible resource expansion pending additional funding – currently reviewing David's Guest Home, Willow Glen.
- Considering defunding of 1 – 2 State Hospital beds for FY 07-08.

June 29, 2007

**INTENSIVE PLACEMENT TEAM – POINT IN TIME COMPARISON**  
**04-17-06 versus 06-13-07**

<b>MHRC</b>	<b>Number Placed 04/17/06</b>	<b>Number Placed 06/13/07</b>	<b>Placement Indication</b>	<b>Exclusion</b>
American River Behavioral Health (ARBH) 53-bed	7	19 Includes 4 TP, 1 Private Pay	<ul style="list-style-type: none"> <li>▪ Ambulatory</li> <li>▪ Able to participate in a recovery-based program that prepares client to live in the community</li> <li>▪ Active population - typically a younger clientele</li> <li>▪ Treatment is focused on recovery based principals with an emphasis on group participation and community re-entry</li> <li>▪ Will accept pregnant women (after the first trimester)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Sexual assault history</li> <li>▪ Recent history of pedophilia</li> <li>▪ Significant medical conditions</li> <li>▪ Recent assault, elopement or arson history</li> </ul>
Sacramento Crestwood 90-bed / 99-bed	6 19 Total = 25	1 23 Total = 24	<ul style="list-style-type: none"> <li>▪ Same as above</li> <li>▪ There are two levels of payment - the higher rate is identified for those who have more acute symptoms and require additional supervision.</li> <li>▪ Lower rate - these individuals are able to participate in the recovery program and require less supervision. This program also offers Dreamcatchers, a program that focuses on vocational rehabilitation and community re-entry.</li> </ul>	Same as above
Crestwood Center at Napa Valley "Angwin"	1 6	1 7	<ul style="list-style-type: none"> <li>▪ Same as above</li> <li>▪ Able to accept clients who present with more acute symptoms</li> <li>▪ Used as a diversion and/or transition from State Hospital</li> </ul>	Same as above but has a higher threshold for behavioral issues
Bakersfield Crestwood Behavioral Health Center	1	2	<ul style="list-style-type: none"> <li>▪ MHRC with an active population addressing highly disruptive and impulsive behaviors that require supervision and redirection</li> <li>▪ The clients tend to have difficulty internalizing skills in alternative MHRCs due to their level of psychiatric and behavioral challenges</li> </ul>	Location
<b>MHRC Subtotal</b>	<b>40</b>	<b>53</b>		

June 29, 2007

SNF	Number Placed 04/17/06	Number Placed 06/13/07	Placement Indication	Exclusion
Modesto Crestwood	29 8	33 9	<ul style="list-style-type: none"> <li>Younger, active</li> <li>Older clients with cognitive decline, behavioral issues, non-ambulatory</li> </ul>	<ul style="list-style-type: none"> <li>Recent elopement or arson</li> <li>Recent history of assault or assault risk</li> <li>Sexual assault history</li> <li>Recent history of pedophilia</li> </ul>
Stockton Crestwood	48 1	44	<ul style="list-style-type: none"> <li>Older, less active clients (e.g., dementia, cognitive impairments)</li> </ul>	Same as above
Redding Crestwood	1 1	1 1	<ul style="list-style-type: none"> <li>Older adults</li> <li>Requires consistent prompting and behavioral intervention</li> <li>Complex medical and psychiatric symptoms</li> <li>Community re-entry program on site</li> </ul>	Only refer clients who require this specialization
Fremont Crestwood	7	7	<ul style="list-style-type: none"> <li>Neurobehavioral specialty</li> <li>Primary diagnosis of organic brain disorder</li> </ul>	Only refer clients who require this specialization
Idylwood Care Center	16	21	<ul style="list-style-type: none"> <li>Neurobehavioral specialty</li> <li>Extensive medication conditions along with significant behavioral issues</li> </ul>	Only refer clients who require this specialization
Medical Hill (Non-Crestwood provider)	9	6	<ul style="list-style-type: none"> <li>Neurobehavioral specialty</li> <li>Severe medical conditions and behavioral complications (medical / psychiatric specialty)</li> </ul>	Only refer clients who require this specialization
Creekside (Non-Crestwood provider)	0	3	<ul style="list-style-type: none"> <li>Has a MHRC focus.</li> <li>Effective with high-risk behaviors, e.g., impulsivity, aggression, borderline personality traits, dangerous drug-seeking behaviors, elopement, self-injurious behaviors, co-occurring substance abuse, self-aggression, and suicidal / homicidal ideation</li> </ul>	<ul style="list-style-type: none"> <li>Registered Sex offenders</li> <li>Family appointed Conservators</li> </ul>
<b>SNF Subtotal</b>	<b>120</b>	<b>125</b>		

June 29, 2007

SNF	Types of Medical Conditions Accepted
Modesto Crestwood	<ul style="list-style-type: none"> <li>▪ Hypertension</li> <li>▪ Diabetes</li> <li>▪ Some cognitive disorders - Dementia and head injuries with <b>mild impairments</b></li> <li>▪ Mild Chronic Pulmonary Obstructive Disorder (COPD)</li> <li>▪ Congestive Heart Failure</li> <li>▪ Eating disorders</li> </ul>
Stockton Crestwood	<ul style="list-style-type: none"> <li>▪ Same as above (primarily with older population)</li> </ul>
Redding Crestwood	<ul style="list-style-type: none"> <li>▪ Same as above</li> </ul>
Fremont Crestwood <i>Neurobehavioral Specialty</i>	<ul style="list-style-type: none"> <li>▪ <b>Cognitive disorders</b> – Dementia and head injuries with <b>significant impairments</b></li> <li>▪ <b>Huntington's disease</b> - Rare neurological disorder that causes a progressive decline in both physical and cognitive functioning. Extensive supervision and care required to assist with daily activities i.e. eating, bathing, dressing etc.</li> <li>▪ <b>Multiple Sclerosis</b> – Chronic inflammatory disease that may require extensive nursing care due to muscle weakness, chronic pain, difficulty moving, problems with swallowing and feeding oneself, as well as incontinence issues.</li> <li>▪ <b>Parkinson's disease</b> – Degenerative disorder of the central nervous system that impairs motor skills and speech. May severely impair an individual's mobility and ability to perform daily tasks such as feeding and attending to their ADLs.</li> </ul>
Idylwood Care Center <i>Neurobehavioral Specialty</i>	<ul style="list-style-type: none"> <li>▪ Same as above</li> <li>▪ <b>COPD</b> – Characterized by limitations of airflow. COPD can lead to many respiratory infections that require acute medical attention. Severe COPD may require continuous oxygen.</li> <li>▪ <b>Emphysema</b> – Chronic obstructive lung disease. May lead to respiratory infections that require acute medical attention. Symptoms may include shortness of breath.</li> <li>▪ <b>Parkinson's disease</b> – See above for description.</li> </ul>
Medical Hill (Non-Crestwood provider) <i>Neurobehavioral Specialty</i>	<ul style="list-style-type: none"> <li>▪ Same as above</li> </ul>

**DIVISION OF MENTAL HEALTH**  
**Adult Mental Health Services**  
*Brief Overview of Secure Settings*

**Sandy Damiano, PhD**  
**Janet Gaborek, LCSW**

**May 2006**



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*\* For the purposes of this paper, "secure settings" and "subacute" describe the Skilled Nursing Facility (SNF) and Mental Health Rehabilitation Center (MHRC) facilities. It does not include facilities such as the Mental Health Treatment Center (MHTC) inpatient unit or state hospital beds.*

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## *Definitions*

### **Institutes of Mental Disease (IMD):**

IMD is a term defined by Federal Government Regulations. It is defined as “a hospital, nursing facility or other institution of *more than 16 beds* that is primarily engaged in providing diagnosis, treatment or care of persons with mental diseases, including medical attention, nursing care, and related services.”

Almost all admissions to IMDs are referred from acute care treatment providers. IMDs are used when community placement is not viable due to psychiatric / medical issues. The function of the IMD is to provide stabilization, to assist the client to acquire or strengthen community living skills, and to develop an aftercare plan that will lead to a successful placement within the community.

### **Mental Health Rehabilitation Center (MHRC):**

MHRCs are licensed by the State Department of Mental Health (DMH). They are designed to provide psychosocial rehabilitation and emphasize recovery principles. Clients are expected to transition toward community placement.

### **Skilled Nursing Facility (SNF):**

SNFs are licensed by the State Department of Health. This is a traditional skilled nursing environment providing 24 hour care of health / mental health needs.

### **Special Treatment Program (STP):**

STP is a program that is certified by the DMH to provide a minimum of 27 hours of mental health services per week. These services include assistance with activities of daily living (ADL) training, mental health rehabilitation activities, behavioral modification, medication education, etc.

## History of Program Development

Forum	Stakeholders	Focus	Outcomes
<b>Intensive Services Consortium</b>  <i>December 2002 – Summer 2003</i>	Adult MH Services Conservator's Office County Medical Director Crestwood MHTC Executive Director Patients' Rights TP Intensive Service Agency (ISA)	<ul style="list-style-type: none"> <li>▪ This consortium was created during a fiscal and acute care capacity crisis to reconfigure the system and enhance its effectiveness.</li> <li>▪ The purpose was to optimize available resources in the most efficient and effective fashion utilizing best practice methods and service coordination.</li> <li>▪ All stakeholders agreed the system had not been functioning adequately and was fragmented.</li> <li>▪ All key stakeholders had not previously joined as a group and reviewed practices, service coordination and philosophy.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Defined roles, enhanced service coordination and reduced service gaps by concentrating on the most clinically appropriate placement, the shortest period of time in restrictive settings and movement to less restrictive care as soon as possible.</li> <li>▪ Achieve and maintain Crisis Unit certification</li> <li>▪ Reduce inpatient overcapacity at the Mental Health Treatment Center (MHTC). Target – census is approximately at 80% of licensed bed capacity to ensure sufficient room for Crisis Stabilization Unit admissions.</li> <li>▪ Adhere to MH Division philosophy and Olmstead decision (<i>least restrictive level of care</i>).</li> </ul> <p>In addition to agreement of the above group:</p> <ul style="list-style-type: none"> <li>▪ Changed the county "Placement Team" focus from gatekeeping admissions to "transition out of high levels of care." Staff were added and the mission was dramatically changed.</li> <li>▪ Recommended the development of discharge criteria for all levels of care – subacute, outpatient intensive, etc.</li> <li>▪ Reviewed all clients residing in IMD level and State Hospital for possible transition.</li> </ul>

Forum	Stakeholders	Focus	Outcomes
<b>Subacute Work Group</b> <i>November 2003 through February 2004</i>	Adult MH Services Conservator's Office Consumer Representative County Medical Director Crestwood Family Representative MH Board MHTC Executive Director Research & Evaluation TP Intensive Service Agency (ISA)	<p>Purpose was to produce a report recommending a remodeled adult subacute system funded within the current budget levels.</p> <p>A variety of factors require a redesign of the subacute system which included:</p> <ul style="list-style-type: none"> <li>▪ MHTC needs an administrative stay patient count of 15 or less to ensure adequate acute care capacity.</li> <li>▪ Subacute services are expensive because clients are not eligible for Medi-Cal reimbursement (IMD/PHF). Concerns regarding stagnant realignment revenue, there is a danger that the growing financial demands of this sector will draw resources from other sectors.</li> <li>▪ In contrast to programs in other counties, IMD clients have a long length of stay.</li> <li>▪ Many clients have co-morbid medical problems that make placement difficult.</li> </ul>	<p>The group struggled with the parameter of system redesign within the current budget levels. Several proposals were discussed but the following were agreed upon:</p> <ul style="list-style-type: none"> <li>▪ <u>Expand ISA Members</u> – ISA was expanded by 40 members</li> <li>▪ <u>Diabetes Treatment</u> – Creation of a SacPort Diabetes Module (still in process by UCLA). Expected implementation in 2007.</li> <li>▪ <u>Integrated MH/ADS Treatment</u> - Most initiatives involved enhanced collaboration or training. The SacPort Module (Substance Abuse) was endorsed.</li> <li>▪ <u>Wellness Recovery Plan (WRAP)</u> – Initiate WRAP plans for all clients within local MHRCs. This is implemented at both local facilities and some of the out of county facilities.</li> <li>▪ <u>Multi-level Transitional Care</u> – proposal created a multi-service site on one campus. <i>This was not financially feasible within current funding.</i> However, the Crestwood MHRC developed out of this process.</li> <li>▪ <u>Conservatorship</u> – We eliminated the requirement for locked placement when temporary conservatorships are initiated and began more collaboration with the conservator's office.</li> </ul>

Forum	Stakeholders	Focus	Outcomes
<p><b>Mental Health Services Act (MHSA) Stakeholders Group</b></p> <p><i>May - June 2005</i></p>	<p>Adult MH Services Conservator's Office Consumer Representative Crestwood Family Representative MHTC Executive Director Patients' Rights TP Intensive Service Agency (ISA)</p>	<p>Numerous stakeholder groups were created to generate program ideas for MHSA funding. This stakeholder group focused on alternatives to placement in secured settings.</p> <p>The group reviewed data, community issues and concerns, unmet mental health needs, focal population and strategies for system change.</p>	<p>Three proposals were generated and endorsed by the group:</p> <ul style="list-style-type: none"> <li>▪ <u>TACT proposal</u> - was rated in the top ten for MHSA. (Name change to Community Options for Recovery. Will be funded by the MHSA.)</li> <li>▪ <u>Transitional Residential Program</u> – while not developed as a MHSA program, we started to utilize local transitional residential programs via the Crestwood contract. This level of care was not previously used.</li> <li>▪ <u>Reducing Out of County Placements</u> – MHSA did not authorize use of funding for locked settings. We did endorse use of local facilities as feasible dependent on clinical /medical needs and placement availability.</li> </ul>

## Secure Settings by Facility Type

MHRC	Rate Per Day*	Number Placed	IPT Placement Indications	Exclusion	Estimated Length of Stay
American River Behavioral Health (ARBH) 53-bed	\$140	7	<ul style="list-style-type: none"> <li>▪ Ambulatory</li> <li>▪ Able to participate in a recovery-based program that prepares client to live in the community</li> <li>▪ Permanent Conservatorship</li> </ul>	<ul style="list-style-type: none"> <li>▪ Sexual assault history</li> <li>▪ Recent history of pedophilia</li> <li>▪ Significant medical conditions</li> <li>▪ Recent assault, elopement or arson history</li> </ul>	3 – 6 months
Sacramento Crestwood 90-bed	\$170.00 \$140.00	6 19	<ul style="list-style-type: none"> <li>▪ Same as above</li> <li>▪ There are two levels of care – basic and enhanced within the MHRC license</li> <li>▪ Ability to accept clients with more acute symptoms due to an enhanced program with the goal of transferring the client to the MHRC unit as soon as feasible</li> </ul>	Same as above	Enhanced: 1 month or less before transfer  Basic: 3 – 6 months
Crestwood Center at Napa Valley “Angwin”	\$200.00 \$160.00	1 6	<ul style="list-style-type: none"> <li>▪ Same as above</li> <li>▪ Able to accept clients who present with more acute symptoms</li> <li>▪ Used as a diversion and/or transition from State Hospital.</li> </ul>	Same as above but has a higher threshold for behavioral issues	6 – 18 months
Bakersfield Crestwood Behavioral Health Center	\$170.00	1	<ul style="list-style-type: none"> <li>▪ Used for one treatment episode for one client who had been denied placement at all other facilities</li> </ul>	Location	1 year +
<b>MHRC Subtotal</b>		<b>40</b>	<i>Two are local facilities (Crestwood Sacramento &amp; ARBH).</i>		

*Placement data and costs current as of 04-17-06.*

SNF	Rate Per Day*	Number Placed	IPT Placement Indications	Exclusion	Estimated Length of Stay
Modesto Crestwood	\$27.00 \$14.00	29 8	<ul style="list-style-type: none"> <li>Younger, active</li> <li>Older clients with cognitive decline, behavioral issues, non-ambulatory</li> </ul>	<ul style="list-style-type: none"> <li>Recent elopement or arson</li> <li>Recent history of assault or assault risk</li> <li>Sexual assault history</li> <li>Recent history of pedophilia</li> </ul>	12 months +
Stockton Crestwood	\$27.00 \$20.00	48 1	<ul style="list-style-type: none"> <li>Older, less active clients (i.e., dementia, cognitive impairments)</li> </ul>	Same as above	12 months +
Redding Crestwood	\$144.00 \$154.00 \$20.00	1 1 2	<ul style="list-style-type: none"> <li>Older adults</li> <li>Requires consistent prompting and behavioral intervention</li> <li>Complex medical and psychiatric symptoms</li> <li>Community re-entry program on site</li> </ul>	Only refer clients who require this specialization	Long term care
Fremont Crestwood	\$118.00	7	<ul style="list-style-type: none"> <li>Neurobehavioral specialty</li> <li>Primary diagnosis of organic brain disorder</li> </ul>	Only refer clients who require this specialization	Long term care
Idylwood Care Center	\$118.00	16	<ul style="list-style-type: none"> <li>Neurobehavioral specialty</li> <li>Extensive medication conditions along with significant behavioral issues</li> </ul>	Only refer clients who require this specialization	Long term care
Medical Hill (This is the only non-Crestwood provider)	\$160.00	9	<ul style="list-style-type: none"> <li>Neurobehavioral specialty</li> <li>Severe medical conditions and behavioral complications (med / psych specialty)</li> </ul>	Only refer clients who require this specialization	Long term care
<b>SNF Subtotal</b>		<b>122</b>	<ul style="list-style-type: none"> <li>All are located out of county.</li> <li>Three have neurobehavioral specialty services.</li> <li>Most treat specialized populations.</li> </ul>		

Transitional Residential	Rate Per Day	Number Placed	IPT Placement Indications	Exclusion	Estimated Length of Stay
Engle House Transitional Residential	\$1115.00	2	<ul style="list-style-type: none"> <li>Must be able to reside in an open facility and participate in learning independent living skills with a goal to transition to independent living.</li> </ul>	Requires a locked setting due to psychiatric, behavioral or medical issues	Up to 18 months
Fruitridge Transitional Residential	\$1115.00	2	<ul style="list-style-type: none"> <li>Same as above</li> </ul>	Same as above	Same as above
<b>Transitional Residential Subtotal</b>		<b>4</b>	<i>Both are local facilities.</i>		

Facility Summary	Numbers Placed	Cost Per Bed Day Range*	Comments
<b>MHRC</b>	40	\$140 – \$200	<ul style="list-style-type: none"> <li>Two local facilities: Crestwood Sacramento &amp; ARBH</li> <li>Crestwood Angwin has accepted clients with extremely challenging behaviors who have not been accepted locally for treatment.</li> <li>Costs include rate for all services except physician. Exception: ARBH physician costs will be included effective 07/01/06</li> </ul>
<b>SNF</b>	122	\$14.00 – \$160.00	<ul style="list-style-type: none"> <li>Three have neurobehavioral specialties with specialized staffing and treatment. There are currently no facilities in Sacramento with this specialty.</li> </ul>
<b>Residential Transitional</b>	4	\$115	<ul style="list-style-type: none"> <li>Both are local facilities</li> <li>Open setting</li> </ul>
<b>Subtotal</b>	<b>166</b>		
<b>State Hospital (Adults only)</b>	34	\$358 - \$395	<ul style="list-style-type: none"> <li>Clients are placed at State Hospital when no other less restrictive alternatives are available and acute psychiatric hospitalization is no longer indicated.</li> </ul>
<b>Grand Total</b>	<b>200</b>		

\* Due to recent legislative changes, there will be a rate increase of 6.5% effective 07/01/06.



***Length of Stay (LOS)***  
Currently Placed Clients (as of 4/28/06)

MHRC	Number of Current Placements	Average LOS (Months)	LOS Range
Sacramento	23	21.2	45 days to 9 years
Bakersfield	1	11	11 months
Angwin	5	4.4	11 days to 1 yr 3 mo
American River	3	1.7	8 days to 3 months

SNF	Number of Current Placements	Average LOS (Months)	LOS Range
Redding	4	100.8	9 months to 1 yr 6 months
Stockton	48	30.7	17 days to 9 yrs 2 months
Idylwood	16	23.1	11 days to 4 years
Modesto*	34	19	8 days to 5 years
Medical Hill	8	16.6	3 months to 2 yr 1 mo
Fremont	7	15.4	1 month to 4 years

\* Note: Client in placement for 17 yrs has been excluded.

Transitional Residential	Number of Current Placements	Average LOS (Months)	LOS Range
Fruitridge	1	4.9	4.93 months
Engle House	2	3.3	1 month to 5 months

State Hospital	Number of Current Placements	Average LOS (Months)	LOS Range
Napa	34	58.2	10 days to 13 years

***Length of Stay (LOS)***  
**Discharged Clients (as of 4/28/06)**

<b>MHRC</b>	<b>Number of Discharges</b>	<b>Average LOS (Months)</b>	<b>LOS Range (rounded)</b>
Sacramento *	52	15.1	16 days to 9 years
American River	68	6.4	3 days to 5 years
Angwin	7	4.6	1 month to 9 months

\* Note: Client in placement for 29 yrs has been excluded

<b>SNF</b>	<b>Number of Discharges</b>	<b>Average LOS (Months)</b>	<b>LOS Range (rounded)</b>
Redding	1	119.1	10 years
Stockton	26	20.3	2 months to 11 years
Fremont	2	20	19 months to 21 months
Modesto	34	18.2	1 month to 5 years
Idylwood	7	14.1	12 days to 3 years
Medical Hill	4	10.7	1 month to 2 years

<b>Transitional Residential</b>	<b>Number of Discharges</b>	<b>Average LOS (Months)</b>	<b>LOS Range (rounded)</b>
Engle House	4	2	1 month to 3 months
Fruitridge	0	N/A	N/A

<b>State Hospital</b>	<b>Number of Discharges</b>	<b>Average LOS (Months)</b>	<b>LOS Range (rounded)</b>
Napa	12	62.8	4 months to 15 years

## *Discharges by Facility*

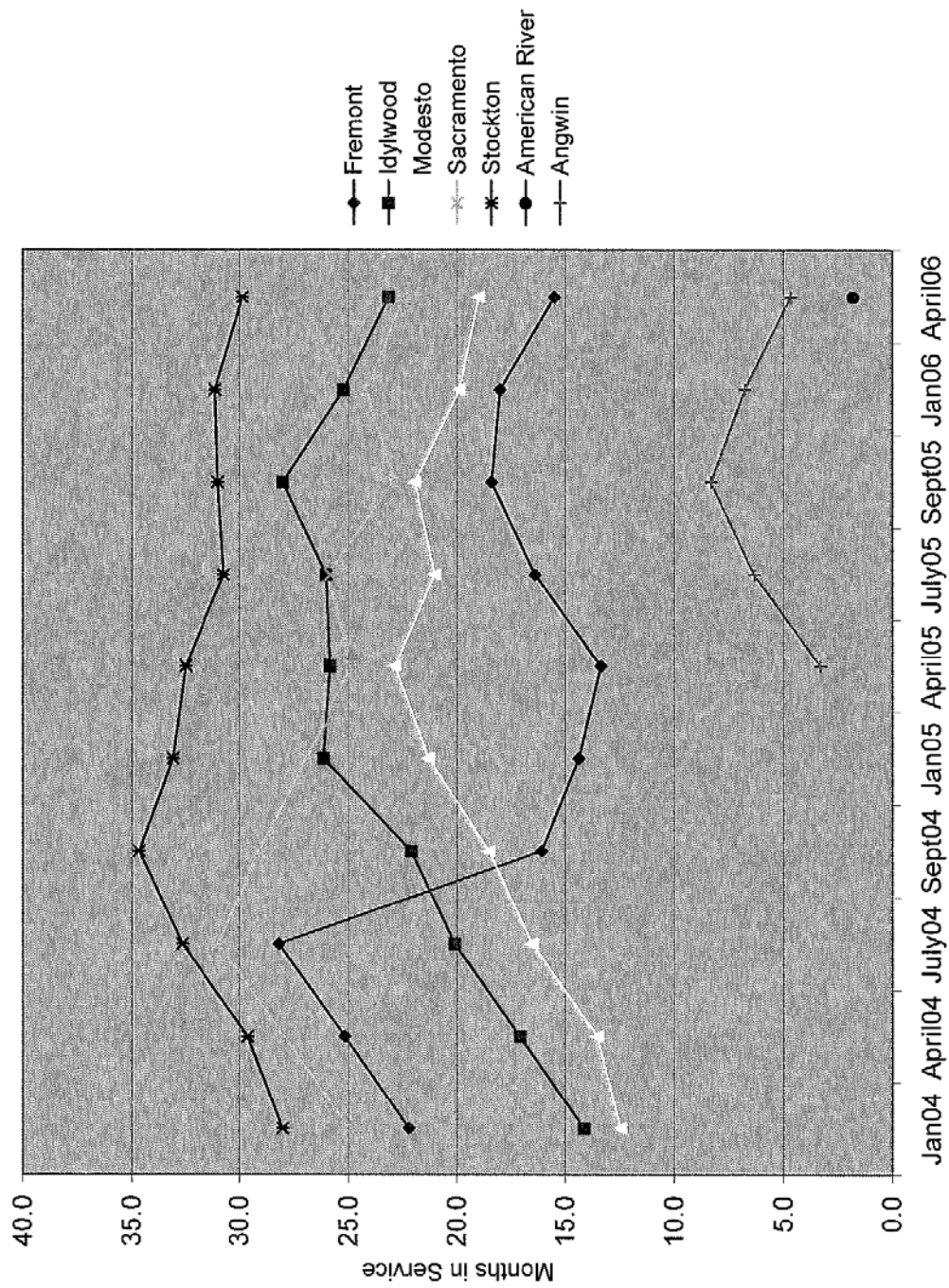
### Discharges

Facility	1st Qtr 2004	2nd Qtr 2004	3rd Qtr 2004	4th Qtr 2004	1st Qtr 2005	2nd Qtr 2005	3rd Qtr 2005	4th Qtr 2005	1st Qtr 2006	2nd Qtr 2006
American River		2	8	9	8	8	8	12	9	3
Angwin						2	2	1	1	1
Bakersfield										
Engle House							2	1	1	
Fremont								1	1	
Fruitridge										
Idylwood			2				1	3		1
Medical Hill						1	1		2	
Modesto			7	4	3	6	3	5	3	3
Napa	1		1	1	1	3	2	1	1	1
Redding				1						
Sacramento	1	1	10	7	5	4	4	8	8	3
Stockton		1	4	2	3	4	1	6	4	1
Total	2	4	32	24	20	28	26	38	30	13

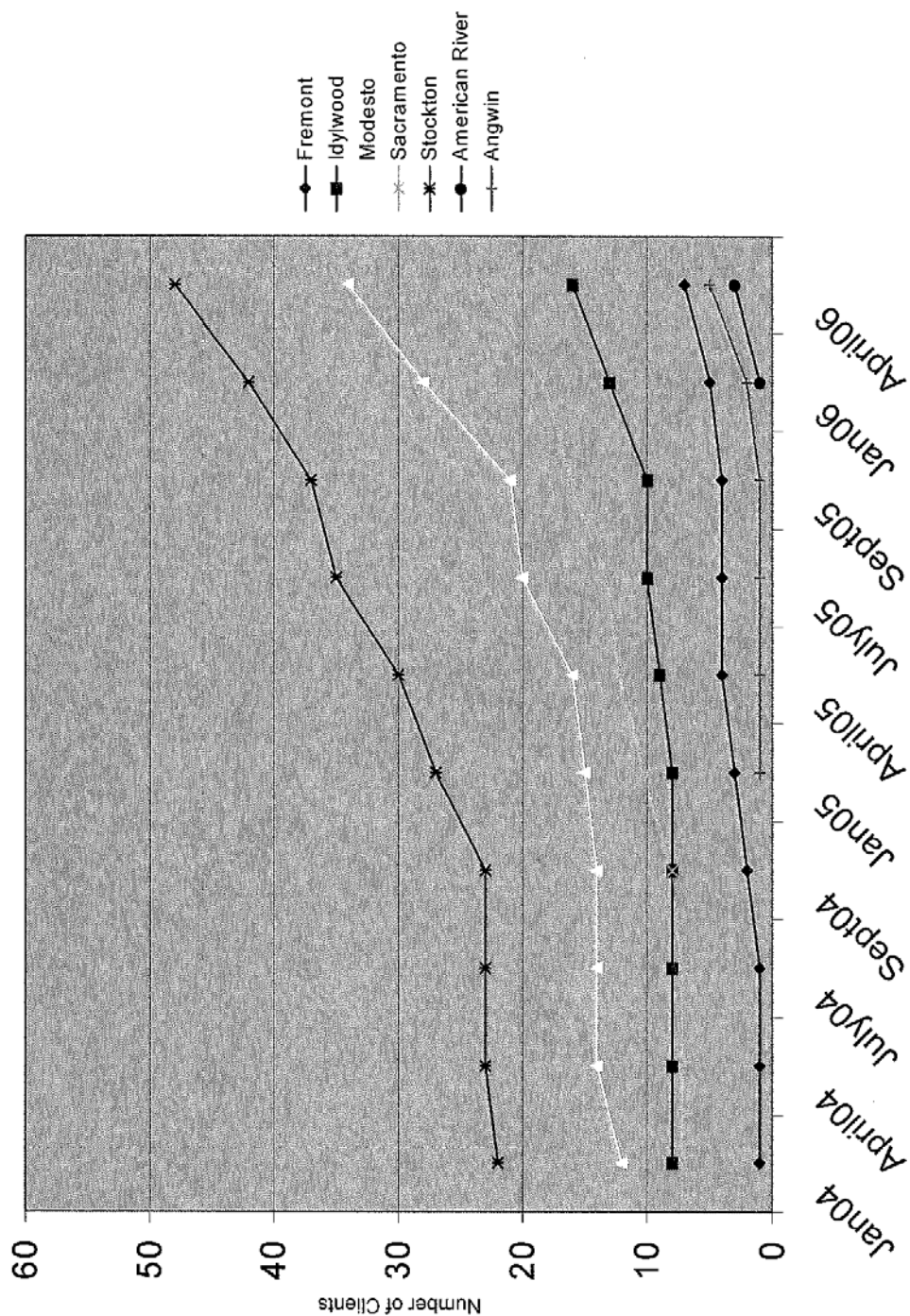
### Average Length of Stay (months)

Facility	1st Qtr 2004	2nd Qtr 2004	3rd Qtr 2004	4th Qtr 2004	1st Qtr 2005	2nd Qtr 2005	3rd Qtr 2005	4th Qtr 2005	1st Qtr 2006	2nd Qtr 2006
American River		4.8	16.5	6.2	5.8	4.4	2.5	4.8	3.8	14.7
Angwin						3.5	6.0	5.7	1.8	8.9
Bakersfield							1.9			
Engle House								2.5	1.7	
Fremont								18.6	21.5	
Fruitridge										
Idylwood			22.5				0.4	17.5		0.7
Medical Hill						1.3	11.0		15.1	
Modesto			19.8	31.8	25.5	12.6	33.1	11.8	7.9	6.5
Napa	96.1		15.9	60.3	21.7	62.4	90.2	139.7	18.4	33.6
Redding				119.0						
Sacramento	56.3	3.8	11.4	9.7	57.0	2.4	3.2	10.3	7.1	27.4
Stockton		43.0	11.9	3.4	31.2	7.0	3.7	19.1	45.5	9.3

Average Length of Stay for Currently Placed Clients

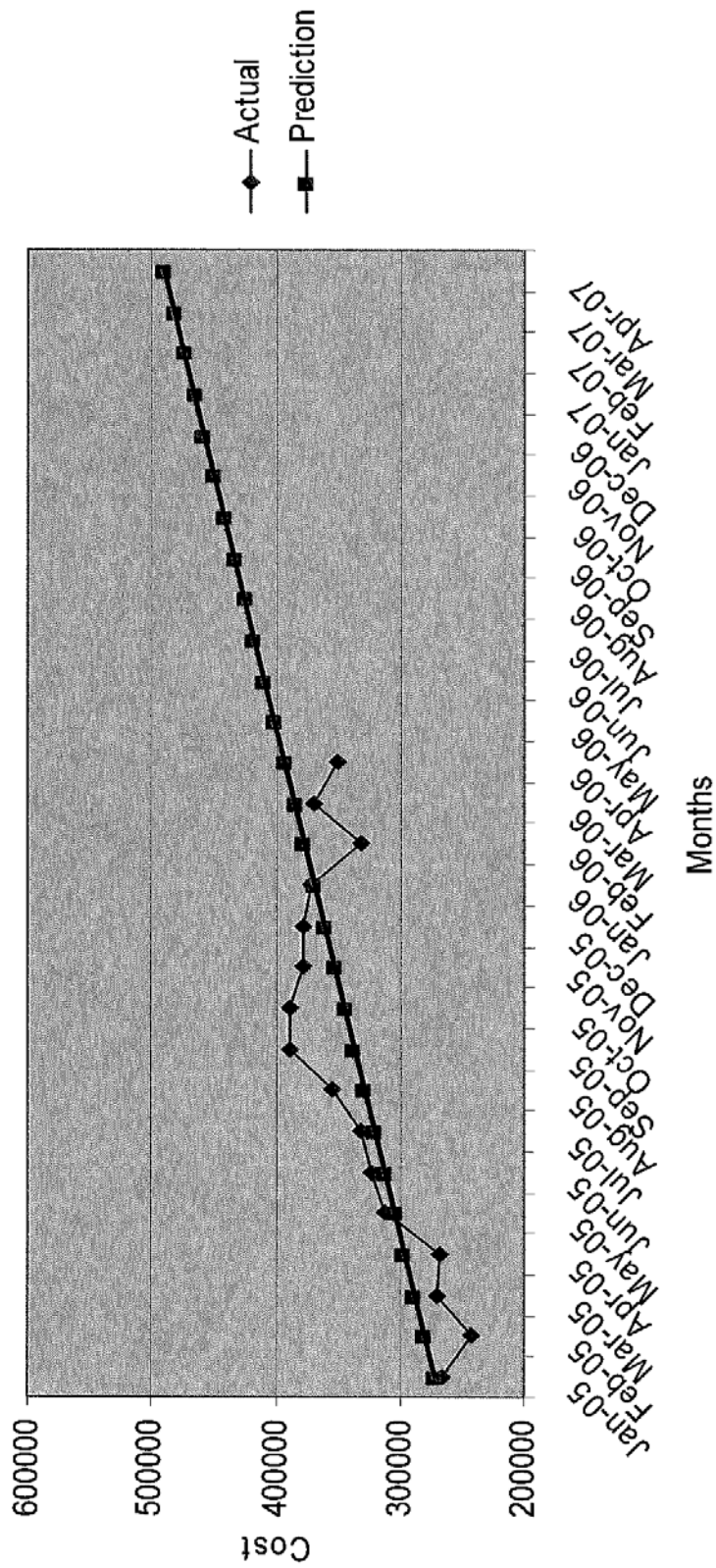


Number of Clients in Placement



## Crestwood Actual and Predicted Costs

There is a 28.5% increase from Actual Cost (Apr06) to Predicted Cost (April 07)



## ***Accomplishments***

- ❖ Re-engineered the Placement Team: Focus changed from solely admissions to an expectation of “movement” including active monitoring, service coordination, and discharge into lower levels of care.
- ❖ Stakeholders: Key stakeholders were identified and efforts made to enhance collaboration, teamwork and planning within the “subacute system.” This included identification of roles, tasks and processes.
- ❖ Length of Stay: Decreased at IMDs and state hospital for those individuals without cognitive impairment or severe co-morbid medical conditions.
- ❖ Community Services: Increased Intensive Service Agency (ISA) membership and Augmented Care & Treatment (ACT) Board & Care.
- ❖ Specific Needs: Began to address treatment issues that present a barrier to community tenure such as co-occurring disorders (i.e., need for group treatment) and medical issues (i.e., diabetes module).
- ❖ Trial of Different Facilities: We began to try different types of facilities to help meet service demands and unique individual needs.
  - Crestwood “Angwin”- Takes individuals with very challenging psychiatric and behavioral issues and serves as a diversion or transition for state hospital.
  - Medical Hill – Provides treatment for medical / psychiatric issues.
  - Transitional Residential Treatment – Ability to place individuals in a structured, unlocked setting within the county.

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## *Challenges*

- ❖ Growing need for the number of secured setting placements versus lack of growth in funding.
- ❖ Meeting each individual's need to available placements – psychiatric, behavioral, medical, and location. This includes collaboration with key professional and personal supports, (examples: conservator, MHTC, private hospitals, Placement Team, family, or Turning Point ISA.)
- ❖ Admission criteria vary across the same type of facility, i.e., MHRC.
- ❖ All facilities have the right of refusal.
- ❖ The MHTC is a facility of last resort and cannot shut off admissions. This creates a pressure valve for treatment team staff and the Placement Team. Discharging individuals must occur when individuals are ready for a lower level of care.
- ❖ MHTC census is dynamic. The administrative stay patient population reduces capacity for acute psychiatric hospitalization, i.e., the median length of stay is five days.
- ❖ The forensic population is growing and is unpredictable. Often these individuals require either state hospital or a secured setting. These individuals may be prioritized over others waiting for state hospital or a secured setting due to their forensic history.



# **APPENDIX IV**

## **Interagency Community Collaboration**

**PART I  
COUNTY/COMMUNITY PUBLIC PLANNING PROCESS AND  
PLAN REVIEW PROCESS**

**Section I: Planning Process**

1. Briefly describe how your local public planning process included meaningful involvement of consumers and families as full partners from the inception of planning through implementation and evaluation of identified activities.

**RESPONSE:**

Background:

The Division of Mental Health in Sacramento County has long recognized the importance of consumer and family involvement in all aspects of mental health programming. Through a contract with the local Mental Health Association, both an adult consumer advocate and a child and family advocate serve on the Division's Executive Management Team. Sacramento County has consumer employees, child and family advocates, and adult family advocates throughout its organizational structure. In addition, there are formal youth and family advisory subcommittees providing input through the Mental Health Board's participatory planning process. The Mental Health Board's Budget Committee, active year-round and key to the Division's planning process, has always consisted of at least 50% consumers and family members. The established involvement of consumers and family members served as a nucleus from which to build an even more inclusive system that embraces consumers and family members as full partners in the planning, implementation and evaluation of the services and supports to be provided through the MHSA. It was recognized from the outset that an even more intensive effort would be necessary to attract the participation of heretofore unserved and underserved populations, i.e., the cultural and ethnic minorities, into the MHSA local public planning process.

MHSA Structure and Governance

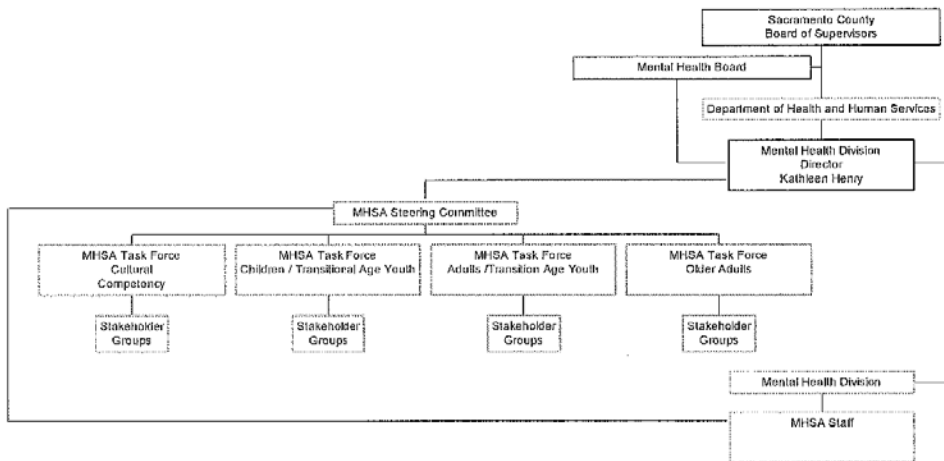
The MHSA planning process included meaningful consumer and family member involvement from the outset. The MHSA Community Services and Supports Steering Committee guided the local public planning process. This committee consisted of 22 members (50% of which are consumers and family members). The Steering Committee provided input directly to the Mental Health Director.

The structure and governance of the MHSA planning process clearly reflects Sacramento County's strong commitment to having consumers and family members as full partners in the MHSA planning process. Concerted outreach efforts were made to include cultural, ethnic, and racial minorities who have been underrepresented historically in the populations we serve.

COMMUNITY PLANNING PROCESS  
MHSA 2005-06

Figure 1 shows in detail all aspects of the MHSA governance structure.

**Figure 1. Structure and Governance of MHSA Planning Process**



Following is a brief description of the elements in which consumers and family members are essential partners:

- Community Services and Supports Steering Committee

The Steering Committee served as the umbrella over the MHSA planning, implementation and evaluation of the three-year process. The committee was made up of 22 members of whom 50% (11) were consumers and family members. The leadership of the committee included two family members as co-chairs. The Steering Committee oversaw the planning process and development of the draft Plan based on the priority recommendations received from the Task Forces described below. All meetings were open to the public for consumers, family members, and other members of the community to participate in the process.

- Community Services and Supports Task Forces

There are four Task Forces within the MHSA structure and governance. The membership of each Task Force mirrored that of the Steering Committee, with 50% of the members being consumers and family members, for a total involvement of 44 additional consumers and family members. The Task Forces are:

- Children and Youth/Transition Age Youth Services and Supports

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- o Adult/Transition Age Youth Services and Supports
- o Older Adult Services and Supports
- o Cultural Competence

Each of the Task Forces formed stakeholder work groups to complete assessments of the priority needs of targeted populations and to suggest programs and strategies to meet the needs. Members of the Task Forces were encouraged to participate in stakeholder groups to facilitate communication. Stakeholder groups ranked their proposals and forwarded them to the Task Forces. Following receipt of all proposals, each Task Force reviewed program components and prioritized recommendations before sending them to the Steering Committee. A detailed discussion of the stakeholder groups is provided in this section under the heading of "MHSA Stakeholder Groups."

- Timeline

A timeline developed by the Division of Mental Health, and subsequently approved by the Steering Committee, provided a rigorous schedule for the participants. Milestones in the process included the following:

*Table 1: Milestones of MHSA Timeline*

<b>Date</b>	<b>Activity</b>
April 28, 2005	Orientation/Training for Steering Committee and Task Force Members
May 02, 2005	Orientation for all Stakeholders and formation of Stakeholder Groups
June 15, 2005	Recommendations from Stakeholders to the Task Forces
June 30, 2005	Recommendations to the Cultural Competence Review Group
July 19, 2005	Recommendations to the Steering Committee
July 30, 2005	Recommendations to the Division of Mental Health for Plan Development
Oct. 31, 2005	Draft CSS Plan posted for Public Review
Dec. 7, 2005	Mental Health Board conducts Public Hearing on CSS Draft Plan
Jan. 4, 2006	Mental Health Board recommends BOS Approval of CSS Draft Plan (with Non-MHSA Funding of PERT)
Jan. 17, 2006	Board of Supervisors approves Submittal of CSS Draft Plan to State Department of Mental Health

MHSA Kick-off

Even before the governance structure was operational, the MHSA Kick-off occurred on February 16, 2005. The purpose of the event was to engage the community and include multi-cultural, multi-ethnic, and multi-racial consumers, family members, contract providers, and local mental health partners, such as law enforcement, education and social services, in the development of the County Funding Request for the MHSA Community Program Planning. This ultimately became the County's "Plan-to-Plan."

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The kick-off provided the initial step for stakeholders from diverse cultural and ethnic communities to be full partners in the planning process. The intent of the kick-off was to adhere to the spirit of the MHSA and the DMH Guiding Principles to start an inclusive process that would set the standard for all aspects of the planning, implementation and evaluation.

Highlights of the MHSA Kick-off include the following:

- Approximately 290 stakeholders attended.
- Thirty-seven percent in attendance were consumers and family members.
- Ethnic groups in attendance were: Caucasian (64%), African American (11%), Unspecified (11%), Pacific Islander (7%), Hispanic (5%), Eastern European (1%), and Other/Mixed (1%).
- Interpreters were available in Spanish, Russian, Hmong, Vietnamese, Cantonese, and American Sign Language.
- Attendees chose one of three breakout groups (children, adults, older adults) in which to put forth their views.

#### Funding Request for the MHSA

To continue our commitment and engagement of Sacramento County's current consumers, families, and diverse populations in the MHSA planning process, a draft of the Funding Request was placed on the Sacramento Mental Health Board's website. Community review was encouraged and comments were collected across a span of five days. The document was then scheduled as an agenda item at the March 2, 2005, Sacramento County Mental Health Board meeting and for open discussion. Recommendations from these sources were incorporated into the final document that was approved by the State Department of Mental Health without conditions. These activities laid the foundation for similar steps to be followed in the development of this document.

#### MHSA Stakeholder Orientation

Following the majority of stakeholder training, an MHSA Stakeholder Orientation was scheduled at the Sacramento County Board of Supervisors' Chambers for May 2, 2005. This was the second largest MHSA event to bring together multi-cultural, multi-ethnic, and multi-racial consumers and family members, plus agency and diverse community members to become active participants in MHSA process.

MHSA staff members utilized the information gathered at the Kick-off, and subsequently from training and outreach activities, to develop a database listing stakeholders and their contact information. This database was the primary resource that was used to notify consumers, family members, and other stakeholders of the orientation. Additional advertising of the event included: television and radio broadcasts in English, Spanish, Russian/Ukrainian, Laotian, and Hmong; newspaper publications; flyers; outreach to cultural and ethnic communities; internet; health

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fairs; employers; and providers and announcements at standing meetings. The informal mental health communication network was also instrumental in getting the word out via one-on-one contact.

In preparation for the mass orientation, training for members of the Steering Committee and the four Task Forces was conducted on April 28, 2005. The purpose of the training was to test the orientation presentation and obtain suggestions on the content. Feedback resulted in revisions being made to the presentation to make it more understandable to the broad audience of stakeholders.

The MHSA Stakeholder Orientation took place on May 2, 2005, from 6:00 p.m. to 9:00 p.m. in order to accommodate maximum participation. A primary purpose of the orientation was to encourage the attendees to join a stakeholder group. A brief overview was provided of the MHSA structure and processes and preliminary data regarding identified community issues were presented. Interpreter services were again available in the threshold languages and American Sign Language. Stipends, bus passes and childcare/respite care were available for mental health consumers and family members. In addition, sandwiches, fruit, and drinks were provided, as the meeting started at a time that many participants would normally be having dinner.

Attendance at the Orientation was as follows:

- 305 attendees
- 53% of the attendees were consumers and family members,

#### MHSA Stakeholder Groups

The orientation was highly successful in that at the end of the evening 37 stakeholder groups were created. The process that led to the formation of the stakeholder groups consisted of the 305 attendees breaking out into one of four groups (Children and Youth, Adults, Older Adults, and Cultural Competency). The Division of Mental Health, with input from the Task Forces, tentatively suggested the creation of stakeholder groups based on shared interest in certain focal issues.. Attendees chose one of the suggested groups or added other groups generated by their concerns. The attendees then broke out into these smaller groups as they formed and set their agenda and meeting schedules for the following weeks.

Even after the initial orientation, additional stakeholder groups were created as a result of outreach and engagement strategies that focused on unserved and underserved communities and as new concerns or issues emerged that were not addressed in the originally formed stakeholder groups. There were 40 stakeholder groups that were eventually formed. The four tables below identify the stakeholder groups listed under their respective Task Force:

*Table 2: Children and Youth Task Force  
Stakeholder Groups*

• Juvenile Justice	• Out-of-County/State Placement
• Birth to Five	• CSP-Prevention and Enhancement
• Youth Culture	• Children's Crisis/Afterhours
• Schools	• In-Home Care/Case Management
• Housing	• Music Art & Multi-Media
• Expanding Target Population	• Transitional Youth
• Services for Parents/Caregivers	• Transitional Housing for Homeless

*Table 3: Adult Task Force  
Stakeholder Groups*

• Law Enforcement	• Employment/Vocational Services
• Assisted Outpatient Treatment	• Individuals in Secure Settings
• Adult Outpatient	• Board & Care/Board & Room
• Homeless & Housing	• Wellness Recovery Programs
• Adult Crisis/Afterhours	• Co-occurring Disorders

*Table 4: Older Adult Task Force  
Stakeholder Groups*

• Mental Health & Medical Co-occurring Disorders
• Frail, Homebound, Isolated
• Institutionalized Elderly

*Table 5: Cultural Competence Task Force  
Stakeholder Groups*

• Latino Community	• Native American Community
• African-American Community	• Physically Disabled
• Small Refugee Populations	• Korean/Chinese/Japanese/Filipino Communities
• Southeast Asian Communities	• Tongan/Samoan/Hawaiian/Fijian Communities
• LGBTQ Community	• Russian/Ukrainian Speaking Populations
• Blind & Visually Disabled	• Deaf & Hard of Hearing
• Galt/Rural Population	

It was essential that consumers and family members from diverse cultural and ethnic populations be a part of the stakeholder groups, since they provided the reality to the issues that the groups were to examine. Several strategies were employed to maximize the participation of cultural, racial, and ethnic groups. The Cultural Competence Task Force was created to allow members of diverse groups the opportunity to focus on issues in their communities and form stakeholder groups that developed cultural/ethnic specific recommendations. Additionally, cultural competence representatives were included on each of the other three Task Forces, plus the Steering Committee.

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The work of the stakeholders groups was intense in that they had six weeks in which to evaluate unserved/underserved needs of their focal populations and come to consensus with strategies for system change. The consumers, family members, diverse populations, agency representatives, County staff, and other community partners who participated in the stakeholder groups are to be commended for their diligence and dedication to the process. Their work provides a base line for future planning and system expansion within the Sacramento County Mental Health system.

#### Outreach and Engagement

Sacramento County developed a comprehensive approach for outreach and engagement of diverse, underserved and unserved populations. Prior to MHSA, many consumers and family members who had traditionally been underserved and unserved did not have a voice or a means to identify their service needs. However, with the MHSA, Sacramento County was able to develop an intricate work plan to facilitate outreach and engagement activities.

Sacramento County is cognizant of the great diversity within the community as reflected by the number of cultural, racial, ethnic, gender and linguistic groups that call Sacramento home. To address the disparities that are so often associated with this diversity, a position was created in 2001 for a full-time County Cultural Competence Manager. This manager is responsible for the oversight of the implementation of the Cultural Competence Plan, which was designed to eliminate health disparities, as well as overseeing the outreach activities for the MHSA.

Contracted services for outreach and engagement activities were put in place with four community-based mental health organizations: Asian Pacific Counseling Center, Consumer Self-Help, Mental Health Association, and the Southeast Asian Assistance Center. These agencies partnered with numerous community-based partner agencies that serve cultural and ethnic communities. Some of these partner agencies are Hmong Women's Heritage, Opening Doors, Inc., Migrant Worker Program, and Lambda Community Center. In total, there were 64 outreach workers from diverse cultural, racial, and ethnic groups, half of whom were consumers or family members. The outreach activities were conducted through these organizations with the intent to engage diverse communities and underserved/unserved populations in the MHSA process.

The outreach activities emphasized sensitivity to cultural considerations while creating an atmosphere that facilitates trust and meaningful communication. All of the outreach workers participated in the MHSA training that set forth the values and working principles that were to guide them in their new role. The emphasis for outreach was to meet with potential participants in their diverse communities in order to provide a friendly, culturally appropriate, and comfortable atmosphere.

A formal Outreach Work Plan was developed to guide the outreach activities. The underserved and unserved populations identified at the MHSA Kick-off in February,



2005 provided the foundation upon which to build the work plan. The target populations were identified and outreach workers were assigned to go into the community to meet with small groups or one-on-one. Listed below, in Table 6, are the target populations and locations where outreach workers made their contacts:

*Table 6: Outreach Activities*

<b>Target Populations</b>	<b>Outreach Locations</b>
Diverse Populations: African-American, Latino, Native American, Afghan, Russian, Bosnian, Eastern European Chinese, Korean, Japanese, Asian Pacific Islanders to include Hmong, Laotian, Mien, Filipino, Tongan, Samoan, Native Hawaiian, and Fijian.	Fair Oaks Park, El Hogar, Oak Park Center, Health for All, Vet's school, schools with high percentage of diverse families, home visits, KE Buena Radio Station, Asian Community Center, Asian Pacific Counseling Center, DHHS, Queen's Market, Gedatsu Church, Filipino American Christian Center, TNT Radio office, SOS office, APSS Clinic, doctors' offices, reception areas, Southeast Asian Assistance Center, Fulton Medical Center, La Bou Restaurant, Lao Radio Station, Radio Station 1430 (AM), KJAY Radio Station, Slavic Assistance Center, Lao Family Center, Ming Garden Restaurant, Sacramento County Fairgrounds, Lao churches, Hmong churches, Sacramento Area Congregations Together, Native American Health Center, Resources for Independent Living, restaurants, churches, employment services focusing on Latino migrant workers camps, physical health program focusing on low income diverse populations, and youth groups
Rural Populations, including migrant population	Consumers Self-Help Center; Galt and South Sacramento residents, and youth groups, Estrellita Ballroom (Galt), and Praise Board & Care
Lesbian, Bisexual, Gays and Transgender Populations	Consumers Self-Help Center, Mental Health Association, Lambda Center, Wind Youth Services, home visits, Uptown Studios, Sacramento Pride Alliance, Outlands Magazine, Resources for Independent Living, Gay, Lesbian, Straight Education Network, Positive Option Family Services, Sacramento Association for Family Empowerment, Area 4 Agency on Aging, and Sacramento Radical Faeries
Physically Disabled Populations	Alta California Regional Center, IHHS, Easter Seals Society, Resource for Independent Living, Eskaton Adult Day Care, and board and care homes
Older Adult Populations	IMD, Asian Pacific Community Center, Fulton Medical Center, Roberts Family Development Center, Grace Home, Eskaton Jefferson Manor, HUD Office, Asian Pacific Community Center, St.

<b>Target Populations</b>	<b>Outreach Locations</b>
	Mary's Board & Care, Tremblay's Board & Care, Vinlage Knolls Senior Apartments, Chateau Apartments, Sierra Sunrise Retirement Center, Rancho Cordova Center, Hart Senior Center, and Sunbridge Skilled Nursing Facility
Adopted Children Populations	Sierra Adoptions, Korean adopted children, Chinese adopted children, Consumers Self-Help Center, and home visits
Children raised by Grandparent Populations	Grandparent Network and McKinley Park
Transitional Youth Populations	Wind Youth Center, SETA One Stops, Technical Schools, Conservation Corp, Job Corps, Salvation Army, Consumer Self-Help, and home visits
Substance Abuse Populations	Sacramento Mental Health Treatment Center, Mental Health Association, Consumers Self-Help Center, Department of Health and Human Services Building, picnics, and the streets of Sacramento
Homeless Populations	Loaves and Fishes, Union Gospel Mission, Cardosa Village, Salvation Army, Volunteers of America, Friendship Park, St. John's Shelter, Consumers Self-Help Center, Sequoia Hotel, Shasta Hotel, Sacramento Mental Health Treatment Center, and McKinley Park
Religious Leader Populations	Inter-Faith Council, Jewish Family Service Agency, Catholic Social Services, Muslim leaders, and churches
Survivors of Trauma Populations	Connected with veterans, refugees, sexual abuse and domestic violence victims, child abuse victims, elder abuse victims, suicide survivors and family members, and Hart Senior Center
Deaf and Hard of Hearing Populations	Sacramento County Main Administration Building, County Disability Advisory Committee, Consumers Self-Help Center, Mental Health Association, and Resources for Independent Living
Blind and Visually Disabled Populations	Society for the Blind, Consumers Self-help, Mental Health Association, and board and care homes.

Curriculum II training was the tool that the outreach workers used for their interactions (Curriculum II is described later in this Section under 4). This provided a consistent guide for the outreach workers to follow. The information was not presented in a traditional classroom manner, but rather within a conversation with open-ended questions. Outreach workers also utilized several methods of eliciting information regarding the community's concerns around unmet mental health needs (these needs assessment methods, and their results, will be described in Part 2: Section I: Identifying Community Issues).

The outreach activities were exciting and challenging and included the responsibility of documenting the activities. It was critical that a dialogue and engagement with these populations be initiated, but equally important was the necessity to record the activities. Therefore, each of the outreach workers was responsible for recording their activities by documenting the age group, specific population, and number of people with whom they interacted. By the time the outreach activities were complete, a total of 398 outreach efforts had been attempted, with an unprecedented number of 18,841 people being reached.

These outreach activities have provided meaningful involvement of consumers and family members, including those from diverse cultural and ethnic groups, in the MHSA planning. Occasionally, nominal incentives, such as picnics, snack foods/beverages, or token gift cards/certificates for groceries or to restaurants, stimulated participation in these outreach activities. Community leaders from the Tongan, Samoan, Cambodian, Lao, Hmong, Chinese, and Russian populations were also approached to assist the support of the MHSA process and resultant services. The outreach engagement activities have been a positive step in our efforts to adhere to the spirit of the MHSA. The Division of Mental Health sees the value and necessity of continuing to reach out to diverse populations to transform our mental health system into one that is inclusive of all members of our community.

#### Demographics of Consumer and Family Members Contributing to Needs Assessment

All stakeholders engaged through outreach and/or training had an opportunity to provide input regarding the issues they viewed as priorities to be addressed with the Community Services and Supports funding (see Part 2: Section I: Identifying Community Issues). When they provided feedback, they also responded to several demographic items including: gender, sexual orientation, ethnicity, and the group they represented such as consumer, family member, service provider, and agency representative. In order to elicit the broadest possible input, these surveys were translated into Chinese, Korean, Japanese, Tagalog, Spanish, Russian, Vietnamese, and Hmong. At the surveyed person's election, surveys were also verbally translated.

The data presented below illustrates the number and diversity of consumers and family members we were able to engage in the planning process. Data regarding other types of representation in the planning process is addressed in response Question #2.

The data reported in Table 7 clearly show that the outreach and training efforts were successful in gaining the views of a large number of consumers and family members, as well as diverse cultural and ethnic groups, the unserved and underserved. Table 7 reveals that 52% of the recipients of outreach and 40% of those trained, who contributed to the Needs Assessment, were consumers or family members. This totals 908 consumers and family members who provided input using these methods.

*Table 7: Proportion of Consumers and Family Members  
Contributing to Needs Assessment*

	Source of Information	
	Outreach	Training
Total Number of Responses	1163	774
Percent Consumer/Family Member	52%	40%

The data in Tables 8, 9, and 10 indicate that the consumers and family members, who were reached through outreach and training, differ from each other in certain ways and that by employing both approaches (Outreach and Training) to collect Needs Assessment Information we were able to obtain a broader representation of the community. For example, when compared to the consumers and family members who attended training, those contacted through outreach activities were:

- More likely to be male
- Less likely to report being heterosexual, and more likely to not answer the question regarding sexual orientation
- Less likely to be Caucasian, and more likely to be
  - African American
  - American Indian/Native American
  - Cambodian
  - Filipino
  - Japanese
  - Korean
  - Laotian
  - Vietnamese

**Table 8: Age, Gender and Sexual Orientation of Consumers and Family Members Contributing to Needs Assessment**

	Source of Information	
	Outreach	Training
<b>Age Range</b>	13-88	14-80
<b>Average Age</b>	45	46 years
<b>Gender</b>		
Male	43.7%	33.8%
Female	53.0	64.6
Transgender	0.2	0.3
No Response	3.2	1.3
<b>Sexual Orientation</b>		
Heterosexual	73.5%	81.5%
Gay	1.5	1.6
Lesbian	2.3	4.2
Bisexual	2.8	2.9
Questioning	2.2	1.0
No Response	17.7	8.8

**Table 9: Ethnicity of Consumers and Family Members Contributing to Needs Assessment**

	Source of Information	
	Outreach	Training
<b>Ethnicity</b>	%	%
African American	17.5	10.4
American Indian/Native American	3.8	1.3
Cambodian	3.5	0
Caucasian	40.7	63.0
Chinese	3.7	2.6
Filipino	2.2	0.6
Hispanic	4.8	4.5
Hmong	0.8	1.6
Japanese	1.3	0.6
Korean	1.5	0
Laotian	2.0	0
Mien	0	0.3
Pacific Islander	0.5	0.3
Russian/Former Soviet Union	0.7	0
Ukrainian	0	0
Vietnamese	3.2	0
Other	1.7	1.3
Multi-Ethnic	10.8	11.0
Not Reported	1.3	2.3

Table 10: Diverse Populations of Consumers and Family Members  
Contributing to Needs Assessment

	Source of Information	
	Outreach	Training
Diverse Populations	%	%
Adopted Children	3.5	7.0
Children Raised by Grandparents	3.7	4.7
Hearing/Visually Impaired	6.3	4.7
Homeless	13.3	11.6
Individuals with Substance Abuse Problems	13.8	16.3
LBGTQI	1.3	2.3
Physically Disabled	17.7	9.3
Older Adults in Independent Senior Housing, Board & Care/Assisted Living, Skilled Nursing	4.5	9.3
Older Adults with Co-Occurring Medical and Psychiatric Illness	3.5	9.3
Older Adults with Major Depression	4.5	14.0
Older Adults with Psychiatric Symptoms	2.0	2.3
Older Females	16.0	14.0
Older Males	13.2	18.6
Racial/Ethnic groups	12.3	23.3
Refugee	6.8	2.3
Religious Leaders	3.2	11.6
Rural Residents	9.0	14.0
Survivors of Trauma/PTSD	10.2	16.3
Transition Aged Youth	1.7	7.0
Youth in Charter/Private Schools or Special Educations	1.3	2.3
Youth in Technical Schools/CCC/Job Corp	0.3	0

#### Television and Radio Panels

As early as January, 2005, efforts were initiated to inform the Sacramento County communities about the MHSA. On that date, Kathleen Henry, Sacramento County Director of Mental Health, participated in a televised production at the local ACCESS Television Station, along with a transition age youth and a consumer. The emphasis of this effort was to advertise and to recruit volunteers for the MHSA process. Since that time, nine additional programs have been televised and 24 radio programs have been broadcast that highlighted the aspects of mental health and the MHSA.

Four of the nine televised productions were live call-in programs that gave the public the opportunity to interact with the panelists. Six of the radio events were in "question and answer" formats. These radio programs were specifically focused on the Latino, Hmong, Laotian, and Russian/Ukrainian populations. Consumers and/or family members were active participants in all of these programs. Having consumers and family members as panelists enhanced the depth and content of the programs, and their presence lent clarity and reality to the discussions.

#### Accommodations for Participation in the MHSA Planning

In an effort to encourage and facilitate the participation of consumers and family members in the MHSA planning process, the Division contracted with the Mental Health Association for a Resource Coordinator. The coordinator developed and scheduled services that would provide incentives and supports for consumer and family participation in the MHSA process. All of the notices that were circulated informing the community of the MHSA trainings, orientation, and stakeholders groups, included information of the supports and incentives available to consumers and family members.

Stipends for participation in the training accounted for the widest use of supports. Child care/respice services were also available and used to a lesser degree. Interpretive services and bus passes were provided, and refreshments were available at all of the trainings, major meetings and events. Providing these accommodations and supports were essential to ensuring that consumers and family members could play a meaningful role in the MHSA process.

#### Consumers and Family Members as Trainers

Details of the MHSA training are discussed later in this section. However, it is important to note that consumers and family members, from diverse communities, were active trainers, along with a Division of Mental Health staff-member, in all of the MHSA trainings.

2. In addition to consumers and family members, briefly describe how comprehensive and representative your public planning process was.

#### RESPONSE:

##### MHSA Structure and Governance

Just as consumers and family members are part of the MHSA structure and governance planning process, other community partners are also included. As indicated earlier in this section, 50% (55) of the membership on the Steering committee plus the four Task Forces were comprised of consumers and family members. Therefore, the remaining 50% (55) consisted of relevant diverse agencies and contract providers as depicted below:

- 15 Mental Health Providers
- 5 Co-chairs (Division of Mental Health)
- 5 Law Enforcement Representatives
- 5 Education Representatives
- 5 Social Services Representatives
- 5 Health Representatives
- 5 Alcohol and Other Drugs Representatives
- 5 Mental Health Division Representatives
- 5 Cultural Competency Representatives

The composition of the Steering Committee provided equal representation for consumers and family members and other relevant representatives. The Sacramento Division of Mental Health used this "balanced equation" methodology in the past with successful results.

#### MHSA Kick-off

The Kick-off also has been discussed earlier in this section as it relates to consumers and family members. While 37% of those in attendance at the Kick-off were consumers and family members, 63% represented other aspects of the mental health community. Specifically, they were as follows:

- 35% (102) Service Providers
- 30% (86) Social Service
- 20% (59) Education
- 10% (30) Other
- 5% (13) Law Enforcement

One of the great benefits of the Kick-off was the identification of hundreds of stakeholders that could be notified for future involvement in the MHSA process. The total list of the stakeholders was included with our Funding Request. The stakeholders were grouped under five categories as follows:

- Mental Health
- Law Enforcement
- Education
- Social Services
- Stakeholders, at Large



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All of the identified stakeholders were entered into a database that was created for mass mailings for future events related to the MHSA. The database has been a critical tool that has ensured us that we have had comprehensive and representative participation in the MHSA planning process.

In addition to the database, the Sacramento Division of Mental Health developed a County website that provides up-to-date information about the happenings related to the MHSA. This also has been a useful tool for keeping the community informed and ensuring comprehensive participation in the planning process.

#### MHSA Stakeholder Orientation

The May 2, 2005 orientation was discussed in detail earlier in this section. Just as the sign-in sheets for the Orientation identified consumers and family members, the sign-in also identified the role of other participants. Participants were given the opportunity to identify their organization in more than one category. Therefore, there is overlap in the data. However, the data shown below illustrate a wide array of organizations that were represented at the event:

- 46 Contracted Mental Health Service Providers
- 45 Social Service Providers
- 34 Education Representatives
- 31 Interested Community Members
- 29 Mental Health Service Providers
- 28 Drug/Alcohol Service Providers
- 14 Law Enforcement Representatives
- 14 Ethnic Services Providers
- 8 Physical Health Providers

#### MHSA Stakeholder Groups

The stakeholder groups have also been discussed earlier in this section relative to consumers and family members. However, in addition to consumers and family members, the stakeholder groups included representatives from a wide array of disciplines within the communities. Since each of the stakeholder groups had a specific target population, the community representation was equally specialized and knowledgeable.

#### Outreach and Engagement

The Outreach and Engagement activities have been fully described earlier in this section. We noted that 52% of those outreached to were consumers and family members, suggesting that 48% (or 563 people) fill other roles in our community. Data regarding their demographics is presented below.

Demographics of Non-Consumer / Family Member Participants Contributing to Needs Assessment

As indicated previously, all stakeholders engaged through outreach and/or training had an opportunity to provide input regarding the issues they viewed as priorities to be addressed with the Community Services and Supports funding (see Needs Assessment in the next section). When they provided feedback, they also responded to several demographic items, including gender, sexual orientation, ethnicity, and the group they represented such as consumer, family member, service provider, and agency representative. In order to elicit the broadest possible input, these surveys were translated into Chinese, Korean, Japanese, Tagalog, Spanish, Russian, Vietnamese, and Hmong. At the surveyed person's election, surveys were also verbally translated.

The data presented below illustrates the number and diversity of community input other than the consumers and family members we were able to engage in the planning process.

The data set forth in Table 11 clearly show that the outreach and training efforts were successful in gaining the views of a large number of community members other than consumers / family members, as well as diverse cultural and ethnic groups, the unserved and underserved.

*Table 11: Participants Contributing to Needs Assessment\**

	Source of Information	
	Outreach	Training
Total Number of Responses	1163	774
Percent Other Than Consumer/Family Member	48%	60%
<b><i>Distribution of Roles for Other Than Consumer / Family Members</i></b>		
Ethnic Services Provider	1.1%	7.3%
Law Enforcement	0.5	4.7
Education	5.3	14.4
Physical Health Provider	2.3	4.1
Social Service Provider	4.3	24.0
Drug/Alcohol Service Provider	2.5	7.9
Mental Health Service Provider	4.3	43.3
Management/Administrative Staff	2.8	36.1
Interested Community Member	40.0	19.3
Other	23.6	10.3

\*Percentages add up to more than 100% because participants were free to indicate multiple categories of identification.

The data in Tables 12, 13, and 14 also indicate that the populations of individuals, other than consumer / family members reached through outreach and training, are

somewhat different; and that by employing both approaches to collect Needs Assessment information, we were able to ensure a wider representation of the community. For example, when compared to the community members other than consumers / family members who attended training, those contacted through outreach activities were:

- More likely to be male
- Somewhat less likely to report being heterosexual, and more likely to not answer the question regarding sexual orientation
- Less likely to be Caucasian and Hispanic, and more likely to be
  - African American
  - Chinese
  - Filipino
  - Korean
  - Pacific Islander
  - Russian/Formal Soviet Union
  - Vietnamese

*Table 12: Age, Gender and Sexual Orientation of Participants Contributing to Needs Assessment*

	Source of Information	
	Outreach	Training
<i>Age Range</i>	9 – 94	12 – 84
<i>Average Age</i>	48 years	46 years
<i>Gender</i>		
Male	42.3%	27.9%
Female	55.6	70.4
Transgender	0	0
No Response	2.1	1.7
<i>Sexual Orientation</i>		
Heterosexual	70.7%	76.8%
Gay	0.2	1.3
Lesbian	1.2	4.7
Bisexual	1.8	1.1
Questioning	3.6	.6
No Response	22.6	15.5

Table 13: Ethnicity of Participants Contributing to Needs Assessment

Ethnicity	Source of Information	
	Outreach	Training
	%	%
African American	11.4	9.7
American Indian/Native American	1.4	1.3
Bosnian	0	0.6
Cambodian	0.4	0
Caucasian	20.6	55.6
Chinese	9.4	0
Filipino	10.8	1.1
Hispanic	4.8	7.5
Hmong	2.3	2.4
Japanese	1.8	1.7
Korean	13.1	1.3
Laotian	0.5	0.4
Mien	0	0.4
Pacific Islander	2.3	0.6
Russian/Former Soviet Union	4.3	1.5
Ukrainian	0.4	1.9
Vietnamese	3.6	1.1
Other	2.0	2.6
Multi-Ethnic	8.5	5.2
Not Reported	2.5	5.2

Table 14: Diverse Populations of Participants Contributing to Needs Assessment

Diverse Populations	Source of Information	
	Outreach	Training
	%	%
Adopted Children	0.5	2.3
Children Raised by Grandparents	0.5	4.7
Hearing/Visually Impaired	2.7	9.3
Homeless	8.5	7.0
Individuals with Substance Abuse Problems	3.7	7.0
LGBTQI	0.4	0
Physically Disabled	8.2	9.3
Older Adults in Independent Senior Housing, Board & Care/Assisted Living, Skilled Nursing	2.3	4.7
Older Adults with Co-Occurring Medical and Psychiatric Illness	1.8	4.7
Older Adults with Major Depression	2.3	7.0
Older Adults with Psychiatric Symptoms	1.2	4.7
Older Females	17.6	14.0
Older Males	10.8	9.3
Racial/Ethnic groups	30.9	25.6
Refugee	7.3	9.3
Religious Leaders	3.9	2.3

	Source of Information	
	Outreach	Training
Rural Residents	3.2	18.6
Survivors of Trauma/PTSD	2.5	7.0
Transition Aged Youth	1.2	4.7
Youth in Charter/Private Schools or Special Educations	1.8	4.7
Youth in Technical Schools/CCC/Job Corp	1.8	2.3

3. Identify the person or person in your county who had overall responsibility for the planning process. Please provide a brief summary of staff functions performed and the amount of time devoted to the planning process to date.

**RESPONSE:**

Kathleen Henry, County Mental Health Director, is the person with overall responsibility for the overall planning process for Sacramento's MHSA Plan. Table 15 sets forth a listing of staff functions and time devoted to MHSA Planning to date.

*Table 15: Staffing for MHSA Planning*

Staff	Function	% Of Time Spent
Mental Health Director	<ul style="list-style-type: none"> <li>Responsible for inter-Departmental, Inter-organizational and Statewide coordination issues</li> <li>Responsible for overall planning, implementation, evaluation and oversight of MHSA planning</li> </ul>	10%
MHSA Program Manager (Health Program Manager)	<ul style="list-style-type: none"> <li>Responsible for handling all of the organizational work of the planning process</li> <li>Served as Steering Committee Coordinator</li> </ul>	100%
Ethnic Service Manager	<ul style="list-style-type: none"> <li>Responsible for ensuring participation of stakeholders from underserved and unserved populations of consumers and families</li> <li>Responsible for ensuring participation of stakeholders who are ethnically diverse</li> <li>Task Force Co-Chair – Cultural Competence</li> </ul>	50%
Research and Evaluation Manager	<ul style="list-style-type: none"> <li>Developed the questionnaires used for statistical information gathering</li> <li>Supervised the research planners</li> <li>Presented all data to the Steering Committee</li> <li>Coordinated the distribution of data</li> <li>Analyzed the underserved and unserved populations</li> </ul>	45%
Clerical Supervisor	Supervised clerical support in the performance of their duties as it applied to MHSA program planning	100%

Clerical Support	Provided clerical support for all aspects of the MHSA program planning	100%
Secretary	<ul style="list-style-type: none"> <li>• Provided secretarial support to the Plan Coordinator</li> <li>• Clerical support to the Steering Committee</li> </ul>	100%
Administrative Services Officers I, II, III	<ul style="list-style-type: none"> <li>• Served as Task Force Coordinators</li> <li>• Served as Website Developer</li> <li>• Responsible for budget development</li> <li>• Staff support to the Plan Coordinator</li> <li>• Training Coordinator</li> <li>• Responsible for contract administration</li> </ul>	25-100% depending on involvement with the process
Chief, Children's System of Care	<ul style="list-style-type: none"> <li>• Served as Task Force Co-Chair- Children's Task Force</li> </ul>	25%
Chief, Adult System of Care	<ul style="list-style-type: none"> <li>• Served as Task Force Co- Chair, Adult and Transition Aged Youth Task Force</li> <li>• Served as interim Plan Coordinator</li> </ul>	40%
Contracted Staff	Provided outreach and engagement of ethnically diverse, underserved and unserved populations of consumers and family members to ensure participation as stakeholders	100%
Planners	<ul style="list-style-type: none"> <li>• Compiled population and utilization data</li> <li>• Analyzed data from the surveys completed by all stakeholders</li> <li>• Served as a resource to task forces when additional data was requested</li> <li>• Responsible for the drafting of the MHSA Planning Request to DMH and the drafting of the MHSA Community Services and Supports Plan</li> </ul>	25%
Quality Management and Training Program Manager	<ul style="list-style-type: none"> <li>• Developed training curriculum for all stakeholders</li> <li>• Developed specific training for ethnically diverse and for the underserved or unserved</li> </ul>	25%
MH Program Coordinators	<ul style="list-style-type: none"> <li>• Served as members of the various task forces</li> <li>• Served as law enforcement liaison</li> <li>• Provided specific research in the area of law enforcement</li> <li>• Served as Task Force Co-Chair, Older Adult Task Force</li> </ul>	Between 25%-50% depending on area of involvement
Public Information Officer	Liaison with all media outlets	5%

In addition to Mental Health Division staff, consumers, family members, the Division's Family Advocate, Children's Advocate and members of the Mental Health Board were involved in the overall planning effort.

**4. Briefly describe the training provided to ensure all participation of stakeholders and staff in the local planning process.**

**RESPONSE:**

Letter to Stakeholders

On April 5, 2005 a letter from Kathleen Henry, Director of Sacramento County's Mental Health Services, was sent to all of the stakeholders within the mass-mailing database. There were 5,226 letters sent inviting the public to participate in the MHSA planning process. The letters provided information regarding the training required before stakeholders could participate in the planning process. They were translated into five languages: Spanish, Russian, Hmong, Vietnamese, and Cantonese. This mailing was the initial step that led to the massive MHSA training effort.

Training Schedule

The first training was held on April 12, 2005. The final training, for those individuals who intended to participate in the planning process, was May 26, 2005. Trainings will continue in the future as a means to recruit community members into the on-going planning process. During the eight weeks that the initial training was offered, approximately 875 individuals were trained. To accommodate the large volume of people needing to be trained, 18 training dates were scheduled at 12 different sites throughout the county.

Location of Training

The designated sites for the trainings were mirrored after the geographic locations of Sacramento County's mental health population. In obtaining sites, particular attention was paid to cultural competency, accessibility including ADA requirements, and access to bus lines. In all, 12 sites were used for the training.

Training Curriculum

The curriculum for the training was based on DMH Letter No: 05-01, Attachment A, that set forth eight subjects that were to make up the content of the training. Two curricula were developed with respective Power Point Presentations and folders with handouts. As indicated earlier in this section, the completion of the Issues and Concerns Survey was also a part of the training activities.

Curriculum I was used for the majority of the training. It was three hours in length and provided details of the existing mental health system with comprehensive County profile data and penetration rates to highlight ethnic disparities. In addition,

the concepts of recovery, resiliency, cultural competency, and system change were addressed. This training was intended for the categories of stakeholders listed in DMH Letter NO: 05-01 that included: consumers, family members, mental health staff, mental health contractors, mental health board members, other agency personnel, MHSA Steering Committee and Task Forces.

Curriculum II was used by the Outreach Workers and was tailored for isolated communities, plus special and diverse populations, such as IMD, skilled nursing facilities, and homeless. It contained less information related to the current mental health system and emphasized ethnic disparities and the need for transforming the mental health system. The data presented was, in most situations, adapted to the specific target population to strengthen and personalize the presentation. Additional time was allocated for discussion and audience participation. The Curriculum II Power Point presentation was available to the Outreach Workers in English and Spanish. Other languages are being considered.

#### Trainers

Trainers included staff from the Division of Mental Health, consumers, and family members. The County staff's role was to provide information related to the current system and data. The consumer and family member addressed the transformation of the system, recovery, and resiliency. All of the trainers also participated in the development of the curricula.

#### Evaluation of Training

Upon completing the training, participants were given the opportunity to evaluate the content and quality of the presentation via an evaluation questionnaire. The questionnaire results revealed that the training was well-received and provided the participants with the information needed to understand the issues surrounding the MHSA.

## **Section II: Plan Review**

1. Provide a description of the process to ensure that the draft plan was circulated to representatives of stakeholder interests and any interested party who requested it.

#### RESPONSE:

Sacramento County Mental Health Director, Kathleen Henry, announced on Monday, October 31, 2005 that the Division of Mental Health had posted the first draft plan for new services under the Mental Health Services Act. Simultaneous with that announcement, the draft plan, including Spanish, Russian, Hmong, Chinese, and Vietnamese translations of the Executive Summary, was posted on the Sacramento County Department of Health and Human Services website:



<http://www.sacdhhs.com/print.asp?ContentID=1457>

In addition, links to the plan were posted on the Sacramento County website, the Department of Health and Human Services Website, and the Mental Health Division website.

During the course of the planning process, staff accumulated and created a global electronic MHSA mail list that contained more than 1,000 names of interested parties. Individuals on the list were sent an email notifying them the plan had been posted and the link set forth above.

Paper copies of the plan were bound and distributed to county and contract provider sites utilized by stakeholders. Each public library in the county received a reference copy of the plan. By the time of the public hearing, more than 350 paper copies of the plan had been distributed.

The County Executive and each member of the Board of Supervisors received a paper copy of the draft plan. All county boards and commissions were sent either a paper copy of the plan, or an email providing the link to the plan. Copies of the draft plan were made available to the City of Sacramento and to various intergovernmental agencies dealing with issues of homelessness and housing for persons and families coping with mental illness.

Every identifiable member of the stakeholder groups, task forces, and Steering Committee was provided a link to the plan. In addition, stakeholder group facilitators and task force facilitators insured that members were made aware of the availability of the plan. Availability of the draft plan was announced at a Mental Health Division Management Team meeting and managers were asked to encourage all staff members to review it.

The Mental Health Division distributed paper copies of the plan. Members of the public were informed through public notices that they could request a paper copy of the plan by telephone or by letter and were provided a point of contact for this purpose. In addition, a supply of the paper copies of the plan was maintained at the front desk of the Department of Health and Human Services for members of the public who wished to pick up the plan personally.

<b>2. Provide documentation of the public hearing by the mental health board or commission.</b>
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**RESPONSE:**

Copies of the Public Notice as published and the Public Hearing Schedule are attached. (See Attachments A and B)

3. Provide the summary and analysis of any substantive recommendations for revisions.

**RESPONSE:**

The Sacramento County MHSA planning process has involved a Herculean effort by both stakeholders and County staff for nearly a year. Outreach contacts were made with more than 18,000 potential stakeholders, and more than 2,000 of these completed all required training and served at some level in the needs assessment and service planning process.

By the time the draft plan was posted for public comment, stakeholders, facilitators, and others involved in the process had formed a cohesive nucleus bonded by shared experiences and shared commitment to the values of transformation, openness, shared decision making, and empowerment of stakeholders.

The MHSA draft plan for Community Services and Supports recommended six programs for funding out of the approximately 143 programs forwarded from Task Forces for Steering Committee review.

Many individuals were disappointed that the priorities for which they advocated were not recommended for funding. Due to the established decision-making process that led to the final recommendations, these individuals were able to maintain their trust in the process and resolved to continue working for system change as future components of the MHSA are rolled out over the next several years.

Much of the disappointment appeared to arise from the handling of one proposal to blend law enforcement and mental health resources to create a first-response psychiatric emergency response team (PERT). During the planning process by the Steering Committee, it was determined that law enforcement had no funds to pay for the salaries and benefits of law enforcement personnel assigned to the proposed psychiatric emergency response team and was depending on MHSA monies to do so. The Steering Committee voted not to recommend PERT for funding with MHSA dollars.

This decision served to galvanize a broader constituency of PERT supporters than had been heard from during Stakeholder Groups and Task Force Meetings. This constituency included public officials at the highest levels of County and City government, and extended to neighborhood and business associations, landlords, business owners, family members and even private citizens previously uninvolved with mental health issues.

Many of these supporters provided written comments that expressed their concerns about seeing the same people, day after day, wandering the streets, obviously homeless and appearing, at least to the layperson, to be mentally ill. Several supporters expressed their frustration over not being able to get help for the people they saw in need and others expressed the same frustration over not being able to get appropriate help for family members in mental health crisis.

Representatives from County law enforcement agencies met with California Mental Health Director, Dr. Stephen W. Mayberg, and received information from him that they believed would allow them, with only minor modifications of the PERT plan, to conform to all relevant MHSA guidelines.

In the days just prior to posting the MHSA draft plan, partnering law enforcement agencies prepared a draft PERT proposal that they believed responded to the issues that would have made the original proposal ineligible under MHSA non-supplantation guidelines.

Given the initial popularity of the PERT concept and the showing of support that emerged when the community became aware that PERT had not been recommended for funding, a decision was made to post the revised PERT proposal as an addendum to the draft MHSA plan for public comment.

During the public comment period, the First District Supervisor convened an informational meeting in his chambers to hear directly from the State Director of Mental Health the issues associated with the inclusion of PERT in the MHSA draft plan. Participants at this meeting included the California Mental Health Director, a senior member of the MHSA Oversight and Accountability Committee, the County Executive, Mayor of Sacramento, County Sheriff, Undersheriff and Chief Deputy, Agency Administrator, Chief of Police of Sacramento, DHHS Department Head, and Mental Health Director. The outcome of this meeting was a recommendation that mental health and law enforcement pursue a compromise that might allow PERT to go forward.

Representatives of these agencies met as recommended and produced a revised PERT proposal that reduced the scope of the project and made several technical changes to insure the program would be providing second-response mental health services and not law enforcement activities.

The Steering Committee created a subcommittee to review the revised PERT Proposal and then, on recommendation of the subcommittee, formally reconsidered it and recommended it for inclusion in the MHSA draft plan.

Opposition to this decision was expressed across a broad front including consumers, family members, public and private provider agencies, and advocates for specific constituencies (including PAI).

A summary of the reasons given for not wanting PERT to be funded included: (1) it supplants services already required of law enforcement; (2) it proposes to use MHSA funds to pay for prohibited purposes (law enforcement salaries and benefits); (3) Funding PERT requires elimination of vital services to older adults; and (4) Funding PERT siphons badly needed funds from the only consumer-operated program proposed for funding. For many commenters, the issue that was larger than any of the specific reasons for not funding PERT was the appearance that PERT had received special treatment.

The actual Public Hearing was orderly and productive. More than 2/3 of the comments pertained to two programs: (1) the Transcultural Wellness Center; and (2) PERT. All comments pertaining to the Transcultural Wellness Center were positive. Although comments pertaining to PERT were more than 2:1 opposed overall, strong support was offered by a number of participants.

A speaker representing the local chapter of the National Alliance for the Mentally Ill noted that arrest and incarceration should not have to be the entry point for mental health services. One speaker described the ordeal caused when out-of-control family members require outside intervention. A high level administrator in law enforcement described similar programs in other areas of the State that had successfully reduced trauma to consumers and family members.

Other comments supported particular programs or offered observations on the planning process or other matters or recommendations for revision. These recommendations included:

1. Insure that each program incorporates integrated treatments for co-occurring disorders involving mental health issues and substance abuse;
2. Increase the visibility of African American and Latino populations in plan descriptions.
3. Insure services created by the plan are able to meet the needs of hearing-impaired consumers.

Copies of substantive comments, pertaining to revision or the MHSA planning process in general, are included as Attachment C.

<b>4. If there are any substantive changes to the plan circulated for public review and comment, please describe those changes.</b>
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**RESPONSE:**

The plan posted for public comment on October 31, 2005 recommended six programs for funding and addended a seventh for public comment. The posted plan included the following programs and recommended them for funding: (1) Transitional Community Opportunities for Recovery and Engagement; (2) Older Adult Intensive Services; (3) Multi-disciplinary Crisis Intervention; (4) Permanent Supportive Housing; (5) Transcultural Wellness Center; and (6) Wellness and Recovery Center. The addended plan posted for review but not recommended for funding was the Psychiatric Emergency Response Team.

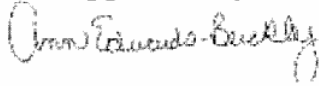
The current plan, as revised following the public hearing, includes Psychiatric Emergency Response Team as a program recommended for funding and eliminates Multi-disciplinary Crisis Intervention. In addition, the Wellness and Recovery Center budget was augmented by an additional \$33,750 of one-time funds and the Older Adult Intensive Services program budget was augmented by \$200,000 of one-time funds.

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In response to substantive recommendations for revision, each program description has been revised to:

- (1) Insure attention to integrated treatment for co-occurring disorders and
- (2) Insure emphasis on services to the unserved, underserved, and inadequately served groups, including, but not limited to, Latinos, Native Americans, African Americans, Refugees, and members of the Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex (LGBTQI) and disabled communities, including Deaf and Hard of Hearing.



<b>County of Sacramento</b> <b>Department of Health and Human Services</b> <b>Mental Health Division</b> <b>Quality Management</b>		<b>POLICY AND PROCEDURE</b>	
		<b>Functional Area:</b> Access	<b>No. 01-07</b>
<b>Scope:</b> <input checked="" type="checkbox"/> Mental Health Staff <input checked="" type="checkbox"/> Adult Contract Providers <input checked="" type="checkbox"/> Children's Contract Providers <input type="checkbox"/> Specific grant/specialty resource		<b>Subject:</b> Determination for Medical Necessity and Target Population	
		<b>Issue Date:</b> 07-01-05 <b>Effective Date:</b> 07-01-05 <b>Revision Date:</b> 06-28-06 <b>Prior Revision Date:</b> N/A	
<b>Reference:</b> Title 9		<b>Related Policies:</b> All MHP P&Ps All MHTC P&Ps	
<b>Distribution:</b> <input checked="" type="checkbox"/> Mental Health Staff <input checked="" type="checkbox"/> Adult Contract Providers <input checked="" type="checkbox"/> Children's Contract Providers <input type="checkbox"/> DHHS Human Resources			
<b>Contact:</b> Lisa Bertaccini, Chief, Child and Family Programs Sandy Damiano, Chief, Adult Programs Uma Zykofsky, Manager, Quality Management Silas Gulley, Acting Executive Director, MHTC		<b>Approved by:</b>  <hr/> Ann Edwards-Buckley Mental Health Director	

**Purpose:**

The Sacramento County Mental Health Plan (MHP) is dedicated to providing access to mental health services to all eligible populations in Sacramento County and Sacramento identified Beneficiaries. This document describes the procedure that the MHP uses to determine eligibility for services according to Medical Necessity and Target Population definitions.

**Procedures:**

**I. Medical Necessity**

Medical Necessity is defined by the California Code of Regulations for both Inpatient and Outpatient services. The synopsis of these references are contained in the State Department of Mental Health Notices and Letters. Additionally, Target Population further defines Beneficiary program eligibility. For the purposes of this procedure, Medical Necessity and Target Population program eligibility will be determined according to the age, the presentation and the circumstances of the Beneficiary as per Title 9 and the Mental Health Plan program parameters.

1. Adult Target Population: Adult Target Population will be in accordance to the Mental Health Plan definition (see Attachment A)
2. Children's Target Population: Child Target Population will be in accordance to the Mental Health Plan definition (see Attachment C)
3. Adult & Children Program Medical Necessity Criteria
  1. Medical Necessity determination will be made in accordance with the Adult Managed Care Covered Diagnoses (See Attachment B) and the Child/Youth Managed Care Covered Diagnoses (See Attachment D & E) (State Department of Mental Health Medi-Cal Care Program Subcommittee, Specialty Mental Health Consolidation Part II notices)
  2. Private Psychiatric Hospitalization Services: Medical Necessity determination will be made in accordance to Title 9, Section 1820.205 (see Attachment F)
4. Emergency Services – Mental Health Treatment Center
  1. Services are in accordance with facility policies and state regulations guiding medical necessity and requirements for psychiatric health facilities.

## II. Documentation of Medical Necessity Criteria and Determination

All Staff conducting the initial assessment meet the qualifications for Licensed Professional of Healing Arts (LPHA)

### A. Adult Outpatient Service Authorization

- a. Adult ACCESS Mental Health Professionals will make an initial determination of Medical Necessity criteria for outpatient service authorization. Adult ACCESS will document their determination and refer to the appropriate level of care based on said determination.
- b. The Adult ACCESS Team designates additional specified points of entry for vulnerable population in order to provide presumptive determination of eligibility to prevent barriers to care.
- c. Adult ACCESS will conduct on-going Medical Necessity and program suitability determinations based on submission of outpatient Provider requests for the continued and reauthorization of services.
- d. See attachments A, B & E for different levels of service

### B. Child & Family Outpatient Service Authorization

- a. Child & Family ACCESS Mental Health Professionals will make an initial determination of Medical Necessity criteria for outpatient service authorization except as delineated in #B(c) below. Child and Family ACCESS will document their determination and refer to the appropriate level of care based on said determination.

- b. Child & Family ACCESS will conduct on-going Medical Necessity and program suitability determinations based on submission of outpatient Provider requests for the continued and reauthorization of services.
- c. If a client has full scope MediCal, an authorization and referral can be made for a face-to-face assessment to determine if medical necessity is met. This referral and authorization may be made even if, based on initial Access Team screening, medical necessity is not met.
- d. See attachments C, D & F for different levels of service

#### C. Emergency Services – Private Psychiatric Hospitals

##### 1. Admission:

- a. Access for inpatient care is determined by face-to-face evaluation at psychiatric hospitals.
- b. Hospital Providers are required to notify the designated Adult and Child Point of Authorization (POA) within 10 days of emergency admission per DMH Letter No.: 04-01 issued January 8, 2004.
- c. Quality Management policies and procedures delineate detailed steps regarding inpatient access (P&P No. 03-03) “Inpatient Hospitalization Treatment Authorization Requests-Adult Program” and QM P&P No. 03-04 “Inpatient Treatment Authorization Requests and Problem Resolution Processes-Children’s Program” for inpatient Medical Necessity criteria and levels of inpatient service (Acute versus Administrative stay requirements)

##### 2. Private Psychiatric Hospital Provider Role

- a. Providers are responsible for clearly documenting Medical Necessity criteria in their assessments.
- b. Providers are responsible for notifying the appropriate ACCESS team or Point of Authorization regarding any change in Medical Necessity to assist in the transition of services to the appropriate organization or level of care.

#### D. Emergency Services – Sacramento County Mental Health Treatment Center (MHTC)

- 1. General Overview: The MHTC has two primary programs – Crisis Stabilization Unit (CSU) and a 100-bed Inpatient Unit. The CSU is certified as a Crisis Stabilization Unit Provider and the Inpatient Unit is licensed as a Psychiatric Health Facility (PHF).
- 2. The CSU functions as a psychiatric emergency room and the PHF provides acute psychiatric hospitalization. Both programs self-authorize services for those individuals meeting medical necessity (i.e., a psychiatric disorder



interferes with his or her functioning such that s/he cannot be maintained at a lower level in the community at a lower level of care.)

3. Individuals who require hospitalization and have insurance (i.e., Medicare or private for adults, MediCal or private insurance for minors) are diverted or transferred to local psychiatric hospitals.
4. Individuals who require acute medical care along with psychiatric care cannot be treated or admitted until their medical condition is stabilized and they are medically cleared.
5. MHTC is not a treatment facility for individuals who require inpatient treatment of an eating disorder or whose primary problems are substance intoxication, withdrawal or dependence; sole developmental disability; or dementia.
6. References: MHTC Policy & Procedure Inpatient Utilization Review, MHTC Policy & Procedure 07-01 Crisis Services, MHTC P&P 08-11 Admission Policy, State Department of Mental Health Facility Regulations

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#### **ATTACHMENT A TARGET POPULATION ADULT OUTPATIENT DIVISION NARRATIVE**

This core target adult population document is a refinement of the standard medical necessity criteria. It is applied to clients served by providers who target individuals with severe psychiatric impairment.

The criteria for classification of persistent mental disorder are:

Individuals with severe psychiatric impairment (Axis I and II) are those clients (1) mental disorder diagnosis (2) who exhibit a very poor level of functioning that prevents them from maintaining in the community without treatment, supervision, or rehabilitation, and (3) whose illness and poor functioning level are persistent in duration. Excluded are clients with a primary diagnosis of substance abuse and those with a sole diagnosis of developmental disability. The criteria generally excluded those with organic brain syndromes except in instances where the client exhibits psychosis, severe acting out, significant suicide attempts, self-abuse, or self-endangerment.

#### **Operational Definition**

Persistently mentally III clients must meet the following criteria to be eligible for services:

- Criteria A. At least one of the following diagnoses as defined in the current edition of the Diagnostic and Statistical manual of Mental Disorders IV, TR:

1. **Schizophrenia**
  - a. 295.1x disorganized
  - b. 295.2x catatonic
  - c. 295.3x paranoid
  - d. 295.6x residual
  - e. 295.9x undifferentiated
2. **Delusional Disorder**
  - a. 297.1
3. **Psychotic Disorders Not Otherwise Specified**
  - a. 298.9
4. **Bipolar Disorders**
  - a. 296.0x Bipolar I
  - b. 296.4x manic
  - c. 296.5x depressed
  - d. 296.6x mixed
  - e. 296.7 most recent episode unspecified
  - f. 296.80 Bipolar D.O., N.O.S.
  - g. 296.89 Bipolar II Disorder
5. **Major Depression**
  - a. 296.3x Recurrent
6. **Borderline Personality Disorder**
  - a. 301.83
7. **Paranoid Personality Disorder**
  - a. 301.0
8. **Schizoaffective Disorder**
  - a. 295.70

Criteria B. A Global Assessment Functioning Scale with the score of 60, or less.

Criteria C. The individual's actual Functioning Impairment(s) must be specifically identified and documented in writing.

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**ATTACHMENT B  
ADULT MANAGED CARE  
COVERED DIAGNOSES<sup>1</sup>**

Medical Necessity for Specialty Mental Health Services that are the Responsibility of Mental Health Plans

MUST HAVE ALL – A, B and C:

**A. DIAGNOSES**

Must have *one* of the following DSM IV-TR diagnoses, which will be the focus of the intervention being provided:

Included Diagnoses:

- Pervasive Developmental Disorders, except Autistic Disorder which is excluded
- Attention Deficit and Disruptive Behavior Disorders
- Elimination Disorders
- Schizophrenia and other Psychotic Disorders
- Mood Disorders
- Anxiety Disorders
- Somatoform Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identity Disorders
- Eating Disorders
- Impulse-Control Disorders Not Elsewhere Classified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality Disorder
- Medication-Induced Movement Disorders

**B. IMPAIRMENT CRITERIA**

Must have *one* of the following as a result of the mental disorder(s) identified in the diagnostic (“A”) criteria; must have *one*, 1, 2, or 3:

1. A significant impairment in an important area of life functioning, *or*,
2. A probability of significant deterioration in an important area of life functioning.

**C. INTERVENTION RELATED CRITERIA**

Must have *all*, 1, 2 and 3 below:

1. The focus of proposed intervention is to address the condition identified in impairment criteria (“B”) above, and
2. It is expected the beneficiary will benefit from the proposed intervention by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning, and
3. The condition would not be responsive to physical healthcare based treatment.

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<sup>1</sup> Source: State Department of Mental Health, Medi-Cal Care Program Subcommittee, Specialty Mental Health Consolidation Part II

EXCLUDED DIAGNOSES:

- Mental Retardation
- Learning Disorders
- Communication Disorders
- Autistic Disorder, Other Pervasive Developmental Disorders are included
- Tic Disorders
- Delirium, Dementia, and Amnesic and Other Cognitive Disorders
- Mental Disorders due to a General Medical Condition
- Substance-Related Disorders
- Sexual Dysfunctions
- Sleep Disorders
- Antisocial Personality Disorder

Other Conditions that may be a focus of clinical attention, except Medication Induced Movement Disorders which are included

A beneficiary may receive services for an included diagnosis when an excluded diagnosis is also present.

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## **ATTACHMENT C TARGET POPULATION - CHILD & YOUTH**

**Children and youth to be served in a System of Care are found eligible in one of three main categories:**

**1. MEDI-CAL ELIGIBLE:**

Full-SCOPE Medi-Cal eligible children and youth ages 0-21 are entitled by federal mandate to services to “treat or ameliorate any mental health condition” through Early and Periodic Screening, Diagnosis and Treatment (EPSDT). County Mental Health is required by law to ensure access to appropriate service to these individuals in a timely manner.

**2. CHAPTER 26.5:**

Children and youth who are residents of California are eligible for Chapter 26.5 mental health services which are identified in an Individual Education Program (IEP). Services are also consistent with the IDEA law (Individual with Disabilities Education Act) and are provided at no cost to the parent. Services are voluntary and available up to age 22 years.

To qualify for 26.5 services the following criteria must be met:

- The youth must be in Special Education with an Individual Education Program (IEP).
- The youth must need mental health services to benefit from their educational program.
- If out of home care is being considered the youth must be designated by the school district as being Emotionally Disturbed (ED).
- The youth’s behaviors and difficulties cannot be solely “social maladjustment” or temporary in nature.

**3. HEALTHY FAMILIES:**

Children and youth up to age 18 who are not eligible for Medi-Cal or Chapter 26.5 services, and who have a serious emotional disturbance qualify for Healthy Families if the following criteria are met:

**Must have** a current Axis I or Axis II included DSM IV-TR diagnosis. The emotional disturbance must have been present for more than six months or based on the specific diagnosis, is likely to continue for more than one year without treatment. Clients with a primary included DSM IV-TR diagnoses may have a co-occurring substance abuse or developmental disorder as a secondary focus of treatment. Organic mental disorders are included only if the child currently manifests behaviors that are a danger to self or others and is amenable to treatment interventions which will ameliorate the presenting condition.

**AND**

**Must be one of the following:**

- ⇒ **High risk** with one or more of the following must be present:
- Psychotic symptoms
  - Suicidal risk
  - Risk of violence (due to mental disturbance, has recently caused or is likely to cause injury to persons or significant damage to property)

**OR:**

- ⇒ **Functionally Impaired**, not due to intellectual, sensory, or health factors, a child is assessed to be substantially impaired, when considered in the context of normal developmental stages, in at least two of the following areas:
- Self-care and ability to function autonomously as is age appropriate.
  - Ability to function in the community. (As a direct result of a mental disturbance a child has become isolated, has no friends, or has lost or failed to acquire the capacity to pursue recreational or social interest.
  - Ability to progress in school or at work. (As a direct result of a mental disturbance, a child is unable to work or attend school, has experienced a serious diminution in academic or vocational performances, or is facing imminent expulsion from job or school.)

#### **4. REALIGNMENT:**

Children and youth up to age 18 who are not eligible for Medi-Cal, Chapter 26.5, or Healthy Families services, who have a serious emotional disturbance may be the responsibility of the county under Realignment. Realignment Legislation (Welfare and Institutions Code Section 5600.3) secures services for eligible children and youth to the extent that resources allow. Children and youth who qualify for services using realignment funding meet the following criteria:

Must have a current Axis I or Axis II included DSM IV-TR diagnosis. The emotional disturbance must have been present for more than six months or based on the specific diagnosis, is likely to continue for more than one year without treatment. Clients with a primary included DSM IV-TR diagnoses may have a co-occurring substance abuse or developmental disorder as a secondary focus of treatment. Organic mental disorders are included only if the child currently manifests behaviors that are a danger to self or others and is amenable to treatment interventions which will ameliorate the presenting condition.

AND

Must be one of the following:

- ⇒ High risk with one or more of the following must be present:
- Psychotic symptoms
  - Suicidal risk
  - Risk of violence (due to mental disturbance, has recently caused or is likely to cause injury to persons or significant damage to property)

AND:

- ⇒ Functionally Impaired, not due to intellectual, sensory, or health factors, a child is assessed to be substantially impaired, when considered in the context of normal developmental stages, in at least two of the following areas:
- Self-care and ability to function autonomously as is age appropriate.

- Ability to function in the community. (As a direct result of a mental disturbance a child has become isolated, has no friends, or has lost or failed to acquire the capacity to pursue recreational or social interest.
  - Ability to progress in school or at work. (As a direct result of a mental disturbance, a child is unable to work or attend school, has experienced a serious diminution in academic or vocational performances, or is facing imminent expulsion from job or school.)
-

**ATTACHMENT D**  
**CHILD/YOUTH MANAGED CARE**  
**COVERED DIAGNOSES <sup>2</sup>**

Medical Necessity for Specialty Mental Health Services that are the Responsibility of Mental Health Plans

MUST HAVE ALL – A, B and C:

**B. DIAGNOSES**

Must have *one* of the following DSM IV-TR diagnoses, which will be the focus of the intervention being provided:

Included Diagnoses:

- Pervasive Developmental Disorders, except Autistic Disorder which is excluded
- Attention Deficit and Disruptive Behavior Disorders
- Feeding and Eating Disorders of Infancy or Early Childhood
- Elimination Disorders
- Other Disorders of Infancy, Childhood, or Adolescence
- Schizophrenia and other Psychotic Disorders
- Mood Disorders
- Anxiety Disorders
- Somatoform Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identity Disorders
- Eating Disorders
- Impulse-Control Disorders Not Elsewhere Classified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality Disorder
- Medication-Induced Movement Disorders

**B. IMPAIRMENT CRITERIA**

Must have *one* of the following as a result of the mental disorder(s) identified in the diagnostic (“A”) criteria; must have *one*, 1, 2, or 3:

3. A significant impairment in an important area of life functioning, *or*,
4. A probability of significant deterioration in an important area of life functioning, *or*,
5. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder which can be corrected or ameliorated (current DHS EPSDT regulations also apply.)

**C. INTERVENTION RELATED CRITERIA**

Must have *all*, 1, 2 and 3 below:

4. The focus of proposed intervention is to address the condition identified in impairment criteria (“B”) above, and
5. It is expected the beneficiary will benefit from the proposed intervention by significantly diminishing the impairment, or preventing significant deterioration in an important area of

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<sup>2</sup> Source: State Department of Mental Health, Medi-Cal Care Program Subcommittee, Specialty Mental Health Consolidation Part II



- life functioning, and/or for children it is probable the child will progress developmentally as individually appropriate (or if covered by EPSDT can be corrected or ameliorated), and
6. The condition would not be responsive to physical healthcare based treatment.

EXCLUDED DIAGNOSES:

- Mental Retardation
- Learning Disorders
- Communication Disorders
- Autistic Disorder, Other Pervasive Developmental Disorders are included
- Tic Disorders
- Delirium, Dementia, and Amnesic and Other Cognitive Disorders
- Mental Disorders due to a General Medical Condition
- Substance-Related Disorders
- Sexual Dysfunctions
- Sleep Disorders
- Antisocial Personality Disorder

Other Conditions that may be a focus of clinical attention, except Medication Induced Movement Disorders which are included

A beneficiary may receive services for an included diagnosis when an excluded diagnosis is also present.

EPSDT beneficiaries with an included diagnosis and a substance related disorder may receive specialty mental health services directed at the substance use component. The intervention must be consistent with, and necessary to the attainment of, the specialty mental health treatment goals.

## ATTACHMENT E

### **§1810.215. Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Supplemental Specialty Mental Health Services**

“EPSDT supplemental specialty mental health services” means those services defined in Title 22, Section 51184, that are provided to correct or ameliorate the diagnoses listed in Section 1830.205, and that are not otherwise covered by this chapter.

### **§1830.210. Medical Necessity Criteria for MHP Reimbursement for Specialty Mental Health Services for Eligible Beneficiaries Under 21 Years of Age.**

(a) For beneficiaries under 21 years of age who do not meet the medical necessity requirements of Section 1830.205(b)(2) and (3), medical necessity criteria for specialty mental health services covered by this subchapter shall be met when all of the following exist:

- (1) The beneficiary meets the diagnosis criteria in Section 1830.205(b)(1),
- (2) The beneficiary has a condition that would not be responsive to physical health care based treatment, and
- (3) The requirements of Title 22, Section 51340(e)(3) are met; or, for targeted case management services, the service to which access is to be gained through case management is medically necessary for the beneficiary under Section 1830.205 or under Title 22, Section 51340(e)(3) and the requirements of Title 22, Section 51340(f) are met.

(b) The MHP shall not approve a request for an EPSDT Supplemental Specialty Mental Health Service under this section if the MHP determines that the service to be provided is accessible and available in an appropriate and timely manner as another specialty mental health service covered by this subchapter.

(c) The MHP shall not approve a request for specialty mental health services under this section in home and community based settings if the MHP determines that the total cost incurred by the Medi-Cal program for providing such services to the beneficiary is greater than the total cost to the Medi-Cal program in providing medically equivalent services at the beneficiary's otherwise appropriate institutional level of care, where medically equivalent services at the appropriate level are available in a timely manner.

### **§1830.205. Medical Necessity Criteria for MHP Reimbursement of Specialty Mental Health Services.**

(a) The following medical necessity criteria determine Medi-Cal reimbursement for specialty mental health services that are the responsibility of the MHP under this subchapter, except as specially provided.

(b) The beneficiary must meet criteria outlined in (1), (2), and (3) below to be eligible for services:

- (1) Be diagnosed by the MHP with one of the following diagnoses in the Diagnostic and Statistical Manual, Forth Edition, published by the American Psychiatric Association:
  - (A) Pervasive Developmental Disorders, except Autistic Disorders
  - (B) Disruptive Behavior and Attention Deficit Disorders

- (C) Feeding and Eating Disorders of Infancy and Early Childhood
  - (D) Elimination Disorders
  - (E) Other Disorders of Infancy, Childhood, or Adolescence
  - (F) Schizophrenia and other Psychotic Disorders
  - (G) Mood Disorders
  - (H) Anxiety Disorders
  - (I) Somatoform Disorders
  - (J) Factitious Disorders
  - (K) Dissociative Disorders
  - (L) Paraphilias
  - (M) Gender Identity Disorder
  - (N) Eating Disorders
  - (O) Impulse Control Disorders Not Elsewhere Classified
  - (P) Adjustment Disorders
  - (Q) Personality Disorders, excluding Antisocial Personality Disorder
  - (R) Medication-Induced Movement Disorders related to other included diagnoses.
- (2) Must have at least one of the following impairments as a result of the mental disorder(s) listed in subdivision (1) above:
- (A) A significant impairment in an important area of life functioning.
  - (B) A probability of significant deterioration in an important area of life functioning.
  - (C) Except as provided in Section 1830.210, a probability a child will not progress developmentally as individually appropriate. For the purpose of this section, a child is a person under the age of 21 years.
- (3) Must meet each of the intervention criteria listed below:
- (A) The focus of the proposed intervention is to address the condition identified in (2) above.
  - (B) The expectation is that the proposed intervention will:
    - 1. Significantly diminish the impairment, or
    - 2. Prevent significant deterioration in an important area of life functioning,
    - or
    - 3. Except as provided in Section 1830.210, allow the child to progress developmentally as individually appropriate.
  - (C) The condition would not be responsive to physical health care based treatment.
- (c) When the requirements of this section are met, beneficiaries shall receive specialty mental health services for a diagnosis included in subsection (b)(1) even if a diagnosis that is not included in subsection (b)(1) is also present.

**ATTACHMENT F**  
**MEDICAL NECESSITY CRITERIA (INPATIENT ADULT & CHILD/YOUTH)**  
California Code of Regulations Title 9, Chapter 11

**§1820.205. Medical Necessity Criteria for Reimbursement of Psychiatric Inpatient Hospital Services.**

- (a) For Medi-Cal reimbursement for an admission to a psychiatric inpatient hospital, the beneficiary shall meet medical necessity criteria set forth in (1) and (2) below:
- (1) One of the following diagnoses in the Diagnostic and Statistical Manual, Fourth Edition, published by the American Psychiatric Association:
- A. Pervasive Developmental Disorders
  - B. Disruptive Behavior and Attention Deficit Disorders
  - C. Feeding and Eating Disorders of Infancy or Early Childhood
  - D. Tic Disorders
  - E. Elimination Disorders
  - F. Other Disorders of Infancy, Childhood, or Adolescence
  - G. Cognitive Disorders (only Dementias with Delusions, or Depressed Mood)
  - H. Substance Induced Disorders, only with Psychotic, Mood, or Anxiety Disorder
  - I. Schizophrenia and Other Psychotic Disorders
  - J. Mood Disorders
  - K. Anxiety Disorders
  - L. Somatoform Disorders
  - M. Dissociative Disorders
  - N. Eating Disorders
  - O. Intermittent Explosive Disorder
  - P. Pyromania
  - Q. Adjustment Disorders
  - R. Personality Disorders
- (2) A beneficiary must have both (A) and (B):
- (A) Cannot be safely treated at a lower level of care; and
  - (B) Requires psychiatric inpatient hospital services, as the result of a mental disorder, due to indications in either 1 or 2 below:
- 1. Has symptoms or behaviors due to a mental disorder that (one of the following):
    - A. Represent a current danger to self or others, or significant property destruction.
    - B. Prevent the beneficiary from providing for, or utilizing, food, clothing or shelter.
    - C. Present a severe risk to the beneficiary's physical health
    - D. Represent a recent, significant deterioration in ability to function.
  - 2. Require admission for one of the following:
    - A. Further psychiatric evaluation.
    - B. Medication treatment.
    - C. Other treatment that can reasonably be provided only if the patient is hospitalized.

(b) Continued stay

Services in a psychiatric inpatient hospital shall only be reimbursed when a beneficiary experiences one of the following:

- (1) Continued presence of indications which meet the medical necessity criteria as specified in (a).
- (2) Serious adverse reaction to medications, procedures or therapies requiring continued hospitalization.
- (3) Presence of new indications which meet medical necessity criteria specified in (a)
- (4) Need for continued medical evaluation or treatment that can only be provided if the beneficiary remains in a psychiatric inpatient hospital.

(c) An acute patient shall be considered stable when no deterioration of the patient's condition is likely, within reasonable medical probability, to result from or occur during the transfer of the patient from the hospital.

**Related CCR Codes**

**§1810.201. Acute Psychiatric Inpatient Hospital Services**

"Acute Psychiatric Inpatient Hospital Services" means those services provided by a hospital to beneficiaries for whom the facilities, services and equipment described in Section 1810.350 are medically necessary for diagnosis or treatment of a mental disorder in accordance with Section 1820.205

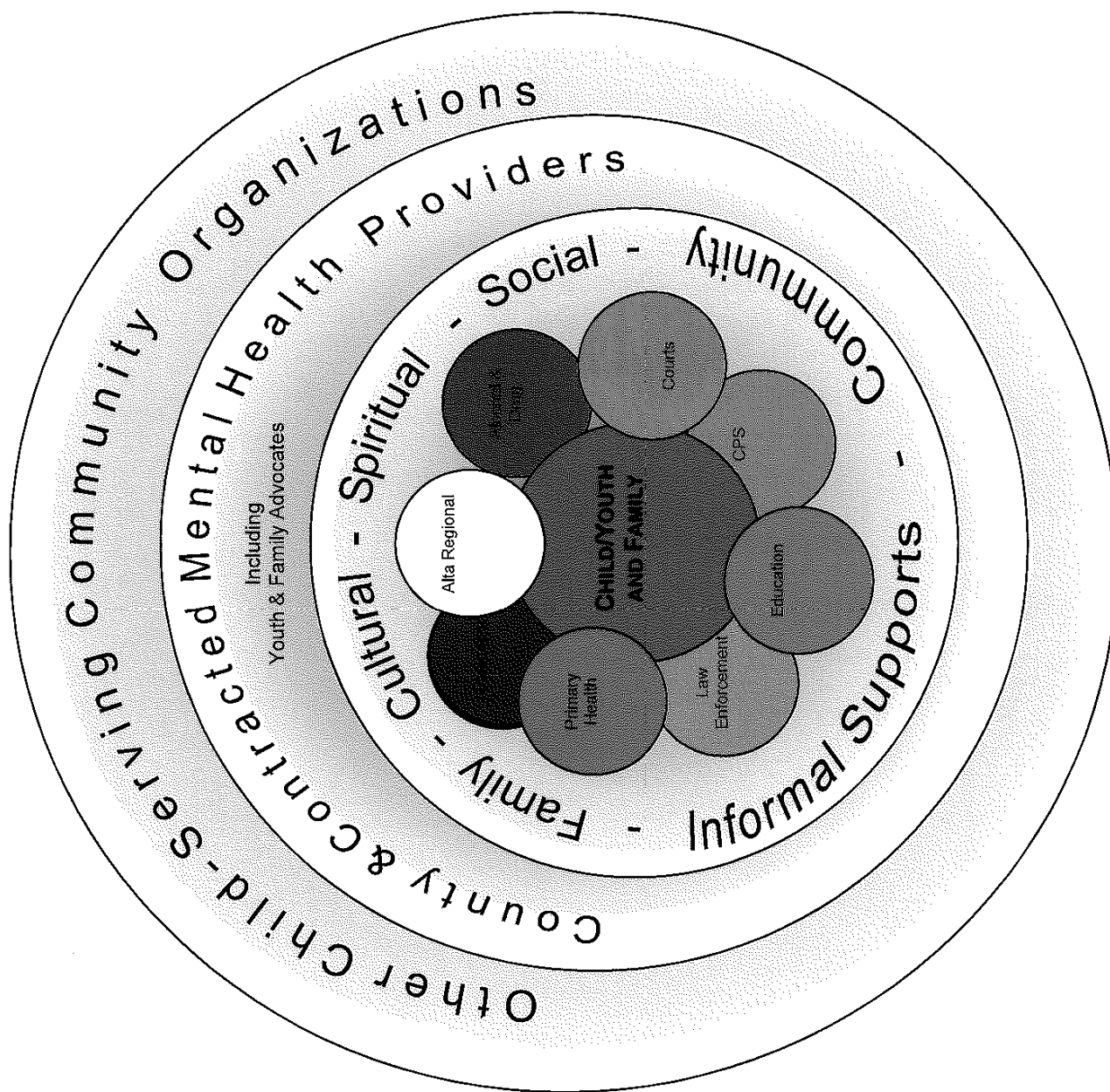
**§1810.202. Administrative Day Services**


"Administrative Day Services" means psychiatric inpatient hospital services provided to a beneficiary who has been admitted to the hospital for acute psychiatric inpatient hospital services, and the beneficiary's stay at the hospital must be continued beyond the beneficiary's need for acute psychiatric inpatient hospital services due to a temporary lack of residential placement options at appropriate, non-acute treatment facilities.

# **APPENDIX V**

## **Sacramento County Directory of Mental Health Services for Children, Adults, Older Adults**

# Child & Family Integrated System of Care





**Child and Family  
Integrated System of Care**

To receive additional information on child and family mental health issues and services please contact us at the numbers below:

**CENTRAL ADMINISTRATION**  
3321 Power Inn Road, Suite 120  
Sacramento, CA 95826  
**Phone: 916-875-6600**

**CALIFORNIA RELAY SERVICE:**  
711  
**Fax: 916-875-9775**

**COUNTY OPERATED PROGRAMS ADMINISTRATION**  
3331 Power Inn Road, Ste. 160  
Sacramento, CA 95826  
**Phone: 916-876-6600**

**CALIFORNIA RELAY SERVICE:**  
711  
**Fax: 916-875-0972**

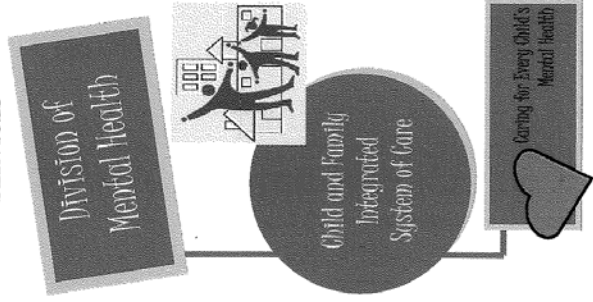
County of Sacramento  
Department of  
Health & Human Services  
DIVISION OF MENTAL HEALTH

Lisa Berarducci, LCSW, Chief  
Child and Family Mental Health  
Leland Tom, Director  
Division of Mental Health  
Lynn Frank, Director  
Department of Health and Human Services  
County Executive, Terry Schuen

**BOARD OF SUPERVISORS**

Roger Dickinson San Francisco	James Yee San Francisco	Steve Peters San Francisco	Roberto McQuinn San Francisco	Dan Neri San Francisco
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SACRAMENTO COUNTY  
**DEPARTMENT OF  
HEALTH AND HUMAN  
SERVICES**



**DID YOU KNOW THAT?**

- Every child's mental health is important.
- At least one in five children and adolescents may have an emotional or behavioral problem.
- At least one in ten children and adolescents may have a serious emotional disturbance that disrupts his or her ability to function.
- Emotional and behavioral problems are real, painful and can be severe.
- Many children suffer from emotional problems that are not the fault of their caregivers or themselves.
- Mental health disorders in children and adolescents are caused by biology, environment or a combination of both.

*Examples of biological factors are genetics, chemical imbalances in the body, and damage to the central nervous system.*

*Environment factors are exposure to violence, extreme stress, and loss of an important person.*

- Many of the symptoms and much of the distress associated with childhood and adolescent emotional or behavioral problems may be alleviated with timely and appropriate treatment and support services.

**IF A CHILD YOU KNOW IS  
EXPERIENCING THESE  
PROBLEMS...**

**WE CAN HELP...**

**WHAT IS A CHILD AND FAMILY  
INTEGRATED SYSTEM OF CARE?**

The Child and Family Integrated System of Care is a part of Sacramento County's Division of Mental Health in the Department of Health and Human Services.

A System of Care coordinates services from child-serving agencies in partnership with the youth and families that are receiving services.

All programs provide a full array of culturally competent and linguistically proficient counseling services, medication support, family advocacy, case management, and social rehabilitation services.

**OUR COMMITMENT**

We are committed to assisting children and youth of all backgrounds with emotional disturbances to remain safely at home, succeed in school and avoid involvement with the Juvenile Justice system.

**SERVICES PROVIDED BY THE  
CHILD AND FAMILY INTEGRATED  
SYSTEM OF CARE**

- Crisis Intervention and Stabilization
- Outpatient Services
- Intensive In-Home
- Day Rehabilitation
- Case Management Services
- Medication Support and Services
- Psychological Testing
- Residential Placement
- Inpatient Psychiatric Hospitalization
- We collaborate with all public child serving agencies such as Child Welfare, Probation, Education, Alta Regional and Alcohol and Other Drugs.



### WHERE DO I TAKE A CHILD OR YOUTH DURING A PSYCHIATRIC EMERGENCY?

In a life threatening situation, contact 911 or take your child/youth to the Minor Emergency Response Team (MERT), which is the child and youth component of the Sacramento County Division of Mental Health Crisis Unit, located at the Mental Health Treatment Center.

This program operates during day and evening shifts and provides psychiatric crisis and stabilization services for up to 23 hours for children and youth up to 18 years of age.

Staff in this program provide assessments for psychiatric involuntary hospitalizations due to danger to self, others or grave disability and authorize psychiatric hospitalizations, as well as crisis foster care beds.

SACRAMENTO COUNTY  
MENTAL HEALTH TREATMENT CENTER  
2150 STOCKTON BOULEVARD  
SACRAMENTO, CA 95817

DAILY: 7:00 A.M. TO 11:00 P.M.  
**(916) 875-1114**  
CALIFORNIA RELAY SERVICE:  
711

DAILY: 11:00 P.M. TO 7:30 A.M.  
**(916) 732-3637**  
CALIFORNIA RELAY SERVICE:  
711

### HOW CAN A CHILD OR YOUTH ACQUIRE MENTAL HEALTH SERVICES?

Call our Child and Family Access Team, which is the entry point for all county-operated and contracted child and family planned mental health services.

The team screens and links Sacramento County children and youth between the ages of 0-20 years to the appropriate mental health service. Bilingual staff and/or interpreters are available at no extra charge. A clinician fluent in ASL is also available. The team also provides information and referral services for all Child and Family Integrated System of Care services as well as other community resources



Toll Free: **(888) 881-4881**  
Sacramento County:  
**(916) 875-9980**  
TTY/TDD **(916) 876-8892** Fax:  
Monday—Friday (916) 875-9970  
8:00 AM—5:00 PM



### IS THERE A PLACE CHILDREN/YOUTH CAN DROP IN FOR COUNSELING?

Our Neighborhood Alternative Centers provide individual and group counseling on a drop-in/crisis basis to youth with mental health and substance abuse problems and their families.

3201 Florin Perkins Road  
Sacramento, California 95826  
Monday—Friday  
8:00 am—5:00 PM  
**(916) 875-0560**  
CALIFORNIA RELAY SERVICE:  
711

Mental health services are also offered at family resource centers throughout the county.

### ARE THERE MENTAL HEALTH SERVICES FOR INFANTS AND TODDLERS?

We offer services for preschool-aged children with mental health issues and their families or caregivers.

### ARE THERE MENTAL HEALTH SERVICES THAT CAN BE INCORPORATED WITH A CHILD/YOUTH'S EDUCATIONAL CHALLENGES?

Mental health services are provided at numerous school campuses throughout Sacramento County.

The Children's Case Management Services program provides comprehensive assessments for individuals referred by schools pursuant to an Individual Education Plan (IEP). When authorized mental health services are offered under Chapter 26.5 of the Government Code, which entitles students with emotional disorders to a free and appropriate education.

### WHAT IF A CHILD OR YOUTH IS PART OF THE CHILDREN'S PROTECTIVE SERVICES SYSTEM?

We collaborate with CPS and ensure foster youth receive the mental health services they need.

### WHAT IF A CHILD OR YOUTH HAS A SUBSTANCE ABUSE PROBLEM AS WELL AS MENTAL HEALTH ISSUES?


We offer integrated mental health and substance abuse treatment services for individuals with co-occurring disorders.

### CAN SOMEONE HELP US NAVIGATE THROUGH THE SYSTEM OF CARE?

**Yes!** The SAFE (Sacramento Advocacy for Family Empowerment) Program is designed and staffed by families and youth to provide support, education, empowerment, and advocacy to youth and families receiving children's mental health services.

Parent and youth advocates are integrated into children's mental health planning, management, and service delivery. The SAFE Program is staffed by paid bilingual parents and youth to empower consumers of mental health services.

To contact a family or youth advocate, call the SAFE Program:



**(916) 875-4182**  
California Relay Service  
711

The County of Sacramento does not discriminate on the basis of a disability in admission to, access to, or operations of its programs, services, and activities. If you need an ADA accommodation in order to participate in or have access to a county program, service, or activity in the Department of Health and Human Services, Division of Mental Health, please contact: Corinne Nickel, Senior Office Assistant  
TTY/TDD: **(916) 876-8853**  
Voice: **(916) 875-0844**



**SACRAMENTO COUNTY**  
**CHILD AND FAMILY INTEGRATED SYSTEM OF CARE**  
**Directory of Mental Health Services Fiscal Year 2007-2008**



ACCESS TO SERVICES				
PROVIDER/SERVICES	DESCRIPTION	CLIENT POPULATION	CAPACITY	HOW TO ACCESS SERVICES
<b>Child and Family Access Team</b> 3331 PowerInn Road, Suite 170 Sacramento, Ca. 95826	Triage, assessment, linkage and referral service for all child and family mental health services, <u>excluding</u> psychiatric inpatient facilities and residential placements.	Children and youth in need of mental health services.	N/A	Call: (916) 875-9980 or 1-888-881-4881 Monday –Friday 8:00 AM-5:00 PM  <i>Interpretive services available.</i>
PSYCHIATRIC EMERGENCY SERVICES				
PROVIDER/SERVICES	DESCRIPTION	CLIENT POPULATION	CAPACITY	HOW TO ACCESS SERVICES
<b>Sacramento County Mental Health Treatment Center, Minor Emergency Response Team (MERT)</b> 2150 Stockton Blvd Sacramento, CA 95817	Crisis intervention and stabilization services for children and youth for up to 23 hours. Authorization for inpatient psychiatric settings and psychiatric crisis for beds.	Children in crisis or pre-crisis with psychotic symptoms, suicidal or violent behavior.	As needed	Youth, parents or agency staff may call or go to the Sacramento County Mental Health Treatment Center 24 hours per day/seven days a week. 875-1114 or 875-1000
<b>Crisis Foster Homes</b> • TRIAD	Emergency short-term specialized foster care and outpatient counseling for minors in need of respite from current living situation or discharge respite site following hospitalization.	Children who need temporary 24 hour care, but do not require a locked or medical setting.	3	MERT Team at the Crisis Unit of the Sacramento County Mental Health Treatment Center.
<b>Inpatient Hospitals</b> • Sutter Hospital • BHC Heritage Oaks • BHC Sierra Vista • St. Helena	24 Hour full-range psychiatric services in a locked setting.	Children who are a danger to themselves or others or require 24 hour care in a medical setting.	N/A	Referred and authorized by MERT as medically necessary.



**SACRAMENTO COUNTY**  
**CHILD AND FAMILY INTEGRATED SYSTEM OF CARE**  
**Directory of Mental Health Services Fiscal Year 2007-2008**



<b>EARLY CHILDHOOD MENTAL HEALTH SERVICES</b>				
<b>PROVIDER/SERVICES</b>	<b>DESCRIPTION</b>	<b>CLIENT POPULATION</b>	<b>CAPACITY</b>	<b>HOW TO ACCESS SERVICES</b>
<b>Preschool Outpatient Services</b> <ul style="list-style-type: none"> <li>• River Oak – North</li> <li>• River Oak - South</li> </ul>	Mental Health Services provided to children in the Head Start Preschool program.	Children 3-5 years unsuccessful in mainstream preschool due to behavioral challenges.	30	Referral by the Access Team
<b>Parent Child Interaction Therapy (PCIT)</b> <ul style="list-style-type: none"> <li>• UCD</li> </ul>	Structured behavioral and communication skill training for parents and caregivers as they interact with their children.	Children age two through seven years old.	98	Referral from CPS social worker to the Access Team.
<b>Building Blocks Intensive</b> <ul style="list-style-type: none"> <li>• River Oak</li> </ul>	Intensive assessment/diagnostic and treatment services for children who exhibit severe mental health concerns.	Children age two up to age six who need more than an outpatient program can provide.	72	Referral by the Access Team.
<b>Building Blocks Foster Support</b> <ul style="list-style-type: none"> <li>• River Oak</li> </ul>	Foster support services to young children in a therapeutic foster care home.	Children age two up to age six that are at risk of losing their foster placement.	15	Referral by the Access team.
<b>Infant Mental Health Program</b> <ul style="list-style-type: none"> <li>• UCD</li> </ul>	Mental Health services provided to infants and toddlers with their caregivers. Services are primarily home based. Clinicians sited at eight Birth & Beyond Family Resource Centers.	Infants and Toddlers up to age three.	136	Referral by the Access Team.



**SACRAMENTO COUNTY**  
**CHILD AND FAMILY INTEGRATED SYSTEM OF CARE**  
**Directory of Mental Health Services Fiscal Year 2007-2008**



CPS MENTAL HEALTH SERVICES				
PROVIDER/SERVICES	DESCRIPTION	CLIENT POPULATION	CAPACITY	HOW TO ACCESS SERVICES
<b>CPS: Medi-Cal/EPSTD</b> • After 75 • Children's Receiving Home OP 62 • Children's Receiving Home Assessment Cottage 10 • Children's Family Institute 290 • Cross Creek 72 • Families First 25 • The Effort 75 • River Oak 147 • Sacramento Children's Home 50 • Turning Point 25 • UCD 305 • UCD PCIT 98	Mental Health counseling services and support, which can include services for neglect, physical and sexual abuse, to EPSTD eligible children and youth referred to counseling by Children's Protective Services (CPS).	Medi-Cal eligible children who are part of the CPS system and in need of mental health services.	1615	CPS social workers and Donner staff refer to Access.
JUVENILE JUSTICE COLLABORATIVES AND SERVICES				
PROVIDER/SERVICES	DESCRIPTION	CLIENT POPULATION	CAPACITY	HOW TO ACCESS SERVICES
Day Reporting Center	Mental health services provided in research oriented day treatment and reporting program.	Children and youth in need of mental health services who are referred by the court to the Day Reporting Center.	40	Probation Officers make recommendation to Juvenile Court.





**SACRAMENTO COUNTY**  
**CHILD AND FAMILY INTEGRATED SYSTEM OF CARE**  
**Directory of Mental Health Services Fiscal Year 2007-2008**



<b>JUVENILE JUSTICE COLLABORATIVES AND SERVICES</b>				
<b>PROVIDER/SERVICES</b>	<b>DESCRIPTION</b>	<b>CLIENT POPULATION</b>	<b>CAPACITY</b>	<b>HOW TO ACCESS SERVICES</b>
<b>Juvenile Drug Court</b> <b>Another Choice Another Chance (ACAC)</b>	Mental Health Services provided to youth directed by the Juvenile Court into this education ad substance abuse treatment program provide in collaboration with Sacramento County Office Of Education.	Youth ordered by the Juvenile Drug Court.	25	Probation Officers make recommendation to the Juvenile
<b>Sacramento Assessment Center</b> • Quality Group Home	Provides care and assessment of juvenile wards in ten areas in an effort to provide the most appropriate placement for each minor.	Youth who have been remanded to the Sacramento Assessment Center.	21	Direct referral by Department of Probation.
<b>Juvenile Justice Institution</b> CHW- JJIMHT	Mental Health Services to children and youth in Juvenile Justice Institutions.	Youths residing in: Juvenile Hall, Sacramento County Boy's Ranch, Warren E. Thornton Youth Center.	N/A	Direct referral by the youth or staff to the JJI Mental Health Team.
<b>Community Connections</b> • CHW Med Clinic	Mental Health Services to children and youth following discharge from Probation's Assessment Center, WET Youth Center, or Boy's Ranch.	Children, youth and families needing Mental Health Services.	44	Juvenile Probation refers directly to the Community Connections staff, which completes the Access Team referral.
<b>MST/MIOCR</b> • River Oak • Quality Group Home •			15	
<b>Juvenile Sex Offender Program (JSO)</b> • CFI			15	

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**SACRAMENTO COUNTY**  
**CHILD AND FAMILY INTEGRATED SYSTEM OF CARE**  
**Directory of Mental Health Services Fiscal Year 2007-2008**



ARRAY OF MENTAL HEALTH SERVICES				
PROVIDER/SERVICES	DESCRIPTION	CLIENT POPULATION	CAPACITY	HOW TO ACCESS SERVICES
<b>Child and Adolescent Psychiatric Services (CAPS) Clinic</b> 3331 Power Inn road, Suite 150 Sacramento, CA 95826	Psychological Testing, Psychiatric, and Outpatient.	Medi-Cal eligible children and youth.	348	Referral by the Access Team.
<b>Children's Case Management Services</b> 3331 Power Inn Road, Suite 190 Sacramento CA 95826	Chapter 26.5 assessment and case management services for 26.5 children and youth in residential placement.	Students who need assessment for Chapter 26.5 (3632) services and 26.5 individuals in residential placement.	750 (assessment & monitoring)	School Special Education Staff and IEP Team refers to CCMS for assessment.
<b>Homeless Program</b> <ul style="list-style-type: none"><li>Child and Family Institute</li></ul>	Brief mental health services at homeless facilities including South Area Emergency Housing Center and Mustard Seed School.	Medi-Cal eligible homeless children, youth and their families.	8	Referral made by CFI only.



**SACRAMENTO COUNTY**  
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ARRAY OF MENTAL HEALTH SERVICES				
PROVIDER/SERVICES	DESCRIPTION	CLIENT POPULATION	CAPACITY	HOW TO ACCESS SERVICES
<b>Mental Health and Alcohol or Drug Diagnosed</b> <ul style="list-style-type: none"><li>• Another Choice, Another Chance</li><li>• Sacramento Black Alcoholism Center</li></ul>	Individual and group therapy and case management for youth who are dually diagnosed with a mental health <u>and</u> an alcohol or other drug diagnosis.	Dually diagnosed full scope Medi-Cal eligible youth.	150	Referral by the Access Team.
<b>Outpatient Services</b> <ul style="list-style-type: none"><li>• After</li><li>• Cross Creek Family Counseling</li><li>• Families First</li><li>• LaFamilia</li><li>• CHW, Carmichael</li><li>• CHW, Rancho Cordova</li><li>• CHW, South</li><li>• River Oak AOD</li><li>• Stanford Home</li><li>• Sutter Counseling Center</li><li>• Terkensha</li><li>• Triad</li><li>• Turning Point</li><li>• Visions Unlimited, South &amp; Galt</li></ul>	Outpatient counseling (individual, family, and group) and medication services, which may include services for neglect, physical or sexual abuse. Some services provided at homes, at school sites, and in the community.	Children, youth and their families, needing mental health services.	2745	Referral by the Access Team.
<b>Psychological Testing</b> <ul style="list-style-type: none"><li>• River Oak</li><li>• Sacramento County CAPS</li><li>• UCD</li></ul>	Psychological Testing as clinically indicated.	Children and youth referred by service coordinator.	85 Evaluations	Referral submitted to Access by current service provider.

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ARRAY OF MENTAL HEALTH SERVICES				
PROVIDER/SERVICES	DESCRIPTION	CLIENT POPULATION	CAPACITY	HOW TO ACCESS SERVICES
<b>San Juan Unified School District (USD)</b> <ul style="list-style-type: none"> <li>• White House Counseling 238</li> <li>• Rusch House 50</li> <li>• Alliance for Excellence 50</li> </ul>	Mental health outpatient services provided to students and their families.	San Juan School District students and families needing Mental Health Services.	338	Referral by the Access Team.
<b>Sacramento City USD -- Core</b>	Mental health outpatient services provided to students and their families.	Sacramento City School District students and families needing Mental Health Services.	200	?
<b>School Based Outpatient Services</b> <ul style="list-style-type: none"> <li>• CHW Medical Foundation</li> <li>• River Oak --Bret Hart</li> <li>• River Oak -- PreSchool OP</li> <li>• Sacramento County</li> <li>• Terkensha</li> <li>• Visions</li> <li>• Sacramento County/ CPS/MH Assessment</li> <li>•</li> </ul>	Mental Health Services to students and families at approximately 45 school sites throughout the county. Services include individual, family and group.  CPS/MH Assessment	Children, youth and Families needing Mental Health Services.	422	Referral by the Access Team.
<b>Youth Intervention Services</b> 3331 Power Inn Road, Suite 150 Sacramento, CA 95826	Outpatient counseling (individual, family, and group), medication and social rehabilitation services. Some services provided at school sites, at homes, and in the community.	Children, youth and families who need Mental Health Services	125	Referral by the Access Team.





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DAY TREATMENT AND DAY REHABILITATION SERVICES				
PROVIDER/SERVICES	DESCRIPTION	CLIENT POPULATION	CAPACITY	HOW TO ACCESS SERVICES
<b>After School Services</b> <ul style="list-style-type: none"> <li>• <b>River Oak</b></li> </ul>	Comprehensive mental health services and support to students and their families in a daily after school program.	Children and youth with a serious emotional disturbance, and their families.	25	Referral by the Access team.
<b>Hospital Partial Day Program</b> <ul style="list-style-type: none"> <li>• <i>Sutter Hospital</i></li> </ul>	Intensive treatment program in a hospital setting.	Children and youth who can avoid inpatient hospitalization and benefit from this program or who have been discharged from a hospital and require further stabilization.	16	Authorization by Quality Management POA.
<b>RCL 14 Group Homes</b> <ul style="list-style-type: none"> <li>• Charis – Grass Valley</li> <li>• Edgewood, S.F.</li> <li>• FamiliesFirst – Davis</li> <li>• Milhous – Various locations</li> <li>• Seneca-Concord &amp; San Francisco</li> <li>• Summitview- Placerville</li> <li>• Victor – Various locations</li> </ul>	Structured out of home placement with mental health day treatment, day rehabilitation and outpatient services.	Children who are eligible for AB 3632 services, or are court wards or dependants, who require more structure than a therapeutic foster family.	68	For Residential Care Level (RCL) 13/14, access through caseworker referral to IMAC.
<b>RCL 12 Group Homes</b> <ul style="list-style-type: none"> <li>• Sacramento Children's Home</li> <li>• <b>Martin Achievement</b></li> <li>• <b>Paradise Oaks – OP</b></li> <li>• <b>Trinity (7 Sites)</b></li> </ul>	Structured out of home placement with mental health day rehabilitation and outpatient services.	Children who are eligible for AB 3632 services, or who are court wards or dependents, who require more structure than a therapeutic foster family.	63	Referral By Access Team.



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<b>INTENSIVE MENTAL HEALTH SERVICES</b>				
<b>PROVIDER/SERVICES</b>	<b>DESCRIPTION</b>	<b>CLIENT POPULATION</b>	<b>CAPACITY</b>	<b>HOW TO ACCESS SERVICES</b>
<b>FOCUS (Family Outreach Community Support)</b> <ul style="list-style-type: none"> <li>• EMQ</li> <li>• Families First</li> <li>• River Oak</li> <li>• Quality Group Home</li> <li>• Stanford Home</li> <li>• Terkensha</li> <li>• Turning Point</li> </ul>	Intensive services and interagency service coordination. Services provided at schools and in homes.  Step down program available to transition clients to lower level services.	Children and youth with serious emotional disturbance and multi-agency involvement, and their families. Risk for hospitalization or out-of-home placement.	456	Referral by the Access Team.
La Familia -- y-Pod				
<b>Therapeutic Behavioral Services</b> <ul style="list-style-type: none"> <li>• Eastfield Ming Quong</li> <li>• River Oak</li> <li>• Stanford Home</li> <li>• Turning Point</li> </ul>	An adjunct service to provide short-term one to one support to children and youth with serious emotional problems who are experiencing a stressful transition or life crisis.	MediCal eligible youth under 21 meeting the TBS class and all other TBS criteria.	72	Referral by MHP Primary Mental Health Provider to the Access Team.
<b>Transition Age Services</b> <ul style="list-style-type: none"> <li>• Sacramento Children's Home</li> </ul>	Comprehensive counseling and rehabilitation services to assist with the transition to adulthood and independent living.	Youth ages 14-21 needing Mental Health Services and assistance to transition in transitioning to adulthood.	50	Referral by the Access Team.



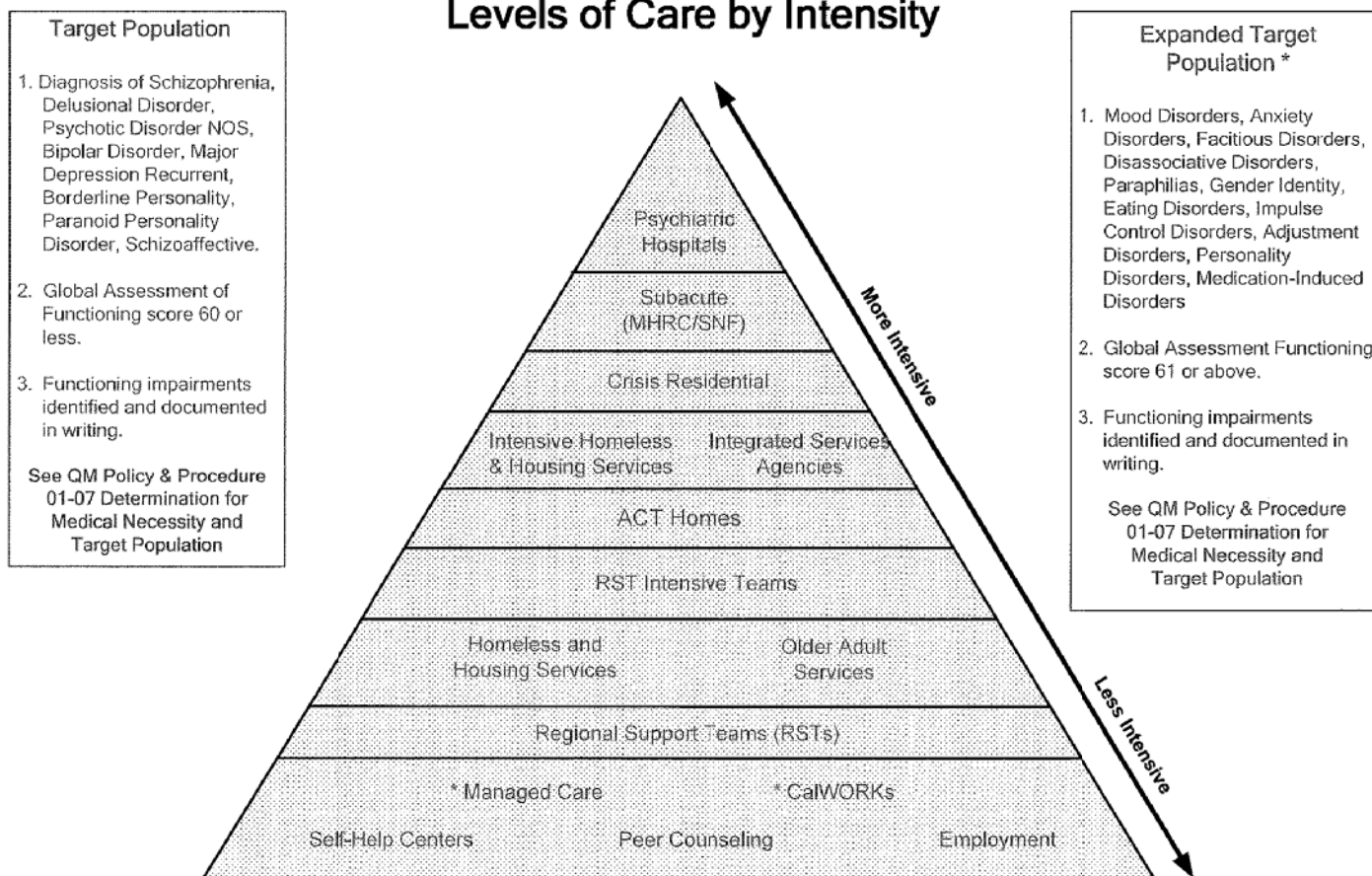
**SACRAMENTO COUNTY**  
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<b>INTENSIVE MENTAL HEALTH SERVICES – Continued</b>				
<b>PROVIDER/SERVICES</b>	<b>DESCRIPTION</b>	<b>CLIENT POPULATION</b>	<b>CAPACITY</b>	<b>HOW TO ACCESS SERVICES</b>
<b>Wraparound Services</b> <ul style="list-style-type: none"> <li>Eastfield Ming Quong</li> <li>River Oak</li> <li>Sacramento Children's Home</li> <li>Stanford Home</li> </ul>	Intensive in-home services provided to child and family to maintain/return child at home/foster home. Low child to staff ratio, flexible, wrap around services. Step down program to transition clients to lower level service.	Children and youth with serious emotional disturbance, 26.5, AAP, CPS dependents and Probation wards who are eligible for SB163.	200	Referral and authorization by Wraparound Program Coordinator.
<b>MENTAL HEALTH SERVICES ACT</b>				
<b>PROVIDER/SERVICES</b>	<b>DESCRIPTION</b>	<b>CLIENT POPULATION</b>	<b>CAPACITY</b>	<b>HOW TO ACCESS SERVICES</b>
<b>Trans-cultural Wellness Center APCC-TWC</b> <ul style="list-style-type: none"> <li>Asian Pacific Community Counseling, Inc.</li> </ul>	Full Service Partnership program providing a full range of services to include mental health & co-occurring treatment, medication supports, traditional healing practices, education & employment & housing supports, focusing on the needs of unserved and underserved Asian Pacific Islander individuals and families. Services are provided at the TWC site, in the community, at school sites, at homes.	Children and Transition Age Youth (TAY) (16-17) who meet SED criteria.  Medi-Cal eligible TAY (18-21) who meet SED criteria  Non Medi-Cal eligible TAY (18-25), Adults and Older Adults (60+) who meet adult core target population criteria.	72 Children  23 TAY (16-25)  61 Adults  19 Older Adults	Referral submitted by Adult or Child and Family Access Teams
<ul style="list-style-type: none"> <li>Pathways for Success after Homelessness</li> </ul>				

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## Sacramento County Adult Mental Health System of Care Levels of Care by Intensity



ASOC LOC May 2007

#### WHAT SERVICES ARE AVAILABLE?

- ◆ Support and Education Services
  - Consumer/Family Advocacy
  - Consumer Self-Help
  - Employment
  - Rehabilitation
  - SacPort
- ◆ Assisted Access Services
- ◆ Outpatient Services
  - Regional Support Team Services (RSTs)
  - Adult Psychiatric Support Services (APSS) Clinic
  - CalWORKs
- ◆ Older Adult Services
- ◆ Integrated Services Agency Services (ISAs)
- ◆ Full Service Partnerships
- ◆ Homeless/Housing Services
  - Outreach Services
- ◆ Crisis Residential
- ◆ Intensive Placement Services
- ◆ ACT Homes (Board and Care)
- ◆ Mental Health Rehabilitation Facilities

All planned services must be  
Pre-authorized by the  
Adult Access Team

(916) 875-1055

TTY/TDD: (916) 874-8070



Revised 11/2007

#### Adult Mental Health Community Services and Supports

For additional information on  
adult mental health issues and ser-  
vices, please contact:

##### ADULT ACCESS TEAM

(916) 875-1055

Toll Free: (888) 881-4881

TTY/TDD: (916) 874-8070

##### CENTRAL ADMINISTRATION

7001-A East Parkway, Ste. 800

Sacramento, CA 95823

Phone: (916) 875-7070

California Relay Service: 711

Fax: (916) 875-6705



County of Sacramento  
Department of  
Health & Human Services  
DIVISION OF MENTAL  
HEALTH

www.sacdhhhs.com

Sandy Damiano, PhD, Chief  
*Adult Mental Health Services*

Leland Tom, Director  
*Division of Mental Health*

Lynn Frank, Director  
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Adult Mental  
Health Services



### HOW DO I OBTAIN SERVICES?

The Adult Access Team is the entry point for services within the Sacramento County Division of Mental Health. The Access Team is staffed with mental health clinical staff who provide information, assess for service needs, authorize mental health service and make referrals.

Anyone may request mental health services by calling the Access Team. Access is comprised of two teams: One for adults/older adults, and one for children/youth. Mental Health Access provides information twenty-four hours a day, seven days a week, 365 days a year.



**Adult Access Team:**  
(916) 875-1055  
**Toll Free:**  
(888) 881-4881  
**TTY/TDD:**  
(916) 874-8070  
**Monday-Friday**  
8:00 a.m.-5:00 p.m.  
**Fax:**  
(916) 875-1190

The Access Team provides telephone response, screening assessments, and referral services. The team establishes linkage with appropriate county or contracted mental health providers.

Bilingual staff and/or interpreters are available at no charge. A clinician fluent in ASL is also available.

### WHO CAN REQUEST SERVICES?

Any individual, advocate, or client representative can request services from Access. An advocate is a relative, community agency staff, physician, school staff, or other interested party.

### WHO QUALIFIES FOR SERVICES?

Adults seeking services must be Sacramento County residents and meet eligibility criteria.

### HOW DO I GET EMERGENCY HELP?

If you have a psychiatric emergency or need urgent care, you may call the Sacramento County Mental Health Treatment Center's (MHTC) main line at (916) 875-1000, **California Relay Service at 711** or for the Psychiatric Emergency line call (916) 732-3637, **California Relay Service at 711** to reach a mental health professional. Any individual may also go or be taken to the Mental Health Treatment Center located at 2150 Stockton Blvd., in Sacramento.

### ARE SERVICES CONFIDENTIAL?

All client mental health information is confidential. Information is not released to others, except with client permission or as allowed by Federal and State Law.

### PROBLEM RESOLUTION/MEMBER SERVICES

If you need help, you may call:

Member Services at (916) 875-6069  
Toll Free at (888) 881-4881  
TTY/TDD at (916) 876-8853  
Patient's Rights at (916) 737-7104  
California Relay Service: 711

### OUR COMMITMENT

The Division of Mental Health promotes collaborative, culturally competent services and support systems and strives to provide a system of care that promotes recovery/wellness for adults and their families from severe mental illness.

The County of Sacramento does not discriminate on the basis of a disability in admission to, Access to, or operations of its programs, services, and activities. If you need an ADA accommodation in order to participate in or have Access to a county program, service, or activity in the Department of Health and Human Services, Division of Mental Health, please contact:

Connie Nickel, Senior Office Assistant  
TTY/TDD: (916) 876-8853  
Voice: (916) 875-0844

## SACRAMENTO COUNTY ADULT MENTAL HEALTH SERVICES

### Access to services

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>Adult Access Team</b>	Monday-Friday 8:00 AM-5:00 PM Interpreter services available. Call: (916) 875-1055 or 1 (888) 881-4881	Triage, assessment, linkage and referral service for adult outpatient mental health services.	Adults requesting mental health services.	Realignment	N/A

### ASSISTED ACCESS SERVICES

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>Asian Pacific Community Counseling (APCC)</b>  5330 Power Inn Road, Suite A Sacramento, CA 95820	Call: (916) 383-6783	Interpretation, translation, and cultural brokerage services are provided in a culturally sensitive context to people (primarily immigrants) who are monolingual and mono-cultural and the community at large.	Asian/Pacific Islanders (including Chinese, Japanese, Korean, Filipino and Tongan populations).	Realignment	Approximately 170
<b>Southeast Asian Assistance Center (SAAC)</b>  5625 24 <sup>th</sup> Street, Sacramento, CA 95822	Call: (916) 421-1036	Interpretation, translation, and cultural brokerage services are provided in a culturally sensitive context to people (primarily refugee) who are monolingual and mono-cultural and the community at large.	Southeast Asian and Slavic-speaking clients, (including clients speaking Vietnamese, Lao, Mien, Hmong, Chinese, Cambodian, Russian, Ukrainian, Croatian, Herzegovinian and Serbian)	Realignment	Approximately 430

## OUTPATIENT / OUTPATIENT INTENSIVE SERVICES

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>El Hogar</b>  608 10 <sup>th</sup> Street Sacramento, CA 95814	Call Access Team: (916) 875-1055 or 1 (888) 881-4881	Provides comprehensive outpatient mental health services, including crisis intervention, case management, rehabilitation, and medication support services to adults who live in the downtown Sacramento catchment area.	Adults meeting target population criteria	Medi-Cal SAMHSA Realignment	N/A
<b>Human Resource Consultants (HRC)</b>  2220-B Watt Avenue Sacramento, CA 95825	Call Access Team: (916) 875-1055 or 1 (888) 881-4881	Provides comprehensive outpatient mental health services, including crisis intervention, case management, rehabilitation, and medication support services to adults who live in the eastern county catchment area.	Adults meeting target population criteria	Medi-Cal SAMHSA Realignment	N/A
<b>HRC Transitional Community Options For Recovery And Engagement (TCORE)</b>  3077 Fite Circle, Suite 6 Sacramento, CA 95827	Call Access: (916) 875-1055 or 1 (888) 881-4881  Call: (916) 854-1801 Fax: (916) 854-1809	Provides transitional services to clients as they move from acute care to other outpatient services, including crisis intervention, case management, rehabilitation, medication, and integrated treatment for Alcohol and other Drug related problems.	Adults meeting target population criteria	MHSA Medi-Cal	250
<b>Northgate Point</b>  601 W. North Market Blvd., Suite 100 Sacramento, CA 95834	Call Access Team: (916) 875-1055 or 1 (888) 881-4881	Provides comprehensive outpatient mental health services, including crisis intervention, case management, rehabilitation, and medication support services to adults who live in the north county catchment area.	Adults meeting target population criteria	Medi-Cal SAMHSA Realignment	N/A
<b>Visions Unlimited</b>  7000 Franklin Blvd., #200 Sacramento, CA 95823	Call Access Team: (916) 875-1055 or 1 (888) 881-4881	Provides comprehensive outpatient mental health services, including crisis intervention, case management, rehabilitation, and medication support services to adults who live in the southern county catchment area.	Adults meeting target population criteria	Medi-Cal SAMHSA Realignment	N/A
<b>Visions Galt</b>  425 Pine Street, Suite 2 Galt, CA 95632	Call Access Team: (916) 875-1055 or 1 (888) 881-4881	Provides comprehensive outpatient mental health services, including crisis intervention, case management, rehabilitation, and medication support services to adults who live in Galt area.	Adults meeting target population criteria	Medi-Cal SAMHSA Realignment	N/A



## OUTPATIENT / OUTPATIENT INTENSIVE SERVICES (CONTINUED)

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>Turning Point Transitional Integrated Services</b>	Intensive Placement Team Senior Mental Health Counselor (916) 875-5215	Full array of mental health and social rehabilitation support services including 24-hour, 365-day integrated services, 24-hour crisis intervention and case management services less than or equal to 18 months.	Adults meeting target population criteria, requiring more than RST level care and currently hospitalized.	Medi-Cal SAMHSA Realignment	100
<b>Turning Point Integrated Services Agency (ISA)</b>	Intensive Placement Team Senior Mental Health Counselor (916) 875-5215	Full array of mental health and social rehabilitation support services including 24-hour, 365-day integrated services, 24-hour crisis intervention, case management.	Adults meeting target population criteria, requiring more than RST level care and currently hospitalized.	Medi-Cal SAMHSA Realignment	206

## CRISIS / PSYCHIATRIC EMERGENCY SERVICES

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>Mental Health Treatment Center Crisis Unit</b>  2150 Stockton Blvd Sacramento, CA 95817	Individuals may call 24 hours per day/seven days a week. Call: (916) 875-1000	<u>Crisis Unit</u> : Crisis intervention and stabilization services for adults for up to 23 hours.	Adults in crisis with psychotic symptoms, suicidal or violent behavior.	Managed Care Realignment Medi-Cal	N/A
<b>Inpatient Unit</b>  2150 Stockton Blvd Sacramento, CA 95817	Self Law Enforcement Emergency Rooms Outreach	<u>Inpatient Unit</u> : Hospitalization, stabilization and discharge planning / linkage.	Individuals who are a danger to themselves or others or require 24 hour care in a locked setting.	Managed Care Realignment	100
<b>Turning Point</b>  Crisis Residential Program 480134 <sup>th</sup> Street Sacramento, CA 95820	Psychiatric hospitals, Regional Support Teams, or self-referred if they have been served at Crisis Residential within the past 3 months.  (916) 737-9202	24-hour care for individuals experiencing an acute psychiatric episode as an alternative to inpatient hospitalization.	18 – 59 years of age, Medi-Cal eligible and three days of sobriety.	Medi-Cal SAMHSA Realignment	12

## MANAGED CARE

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>Adult Psychiatric Support Service (APSS) Clinic</b> <b>4875 Broadway</b>  Sacramento, CA 95820 For information, call: (916) 875-0599	Call Access Team: (916)-875-1055	Services include psychiatric medication evaluation and management, group psychotherapy, and individual psychotherapy on a limited basis.	Expanded target population	<i>Medi-Cal</i> Or CalWORKs Eligible	N/A
<b>Catholic Social Services New Pathways</b>  5890 Newman Court Sacramento, CA 95819	Call CSS: (916) 452-7481 or Call Access Team: (916)-875-1055	Brief short-term focused therapy	Expanded target population criteria	Medi-Cal	N/A
<b><i>The Effort</i></b> (formerly Family Service Agency)  8912 Volunteer Lane, #100 Sacramento, CA 95826	Call The Effort: (916) 368-3077 or Call Access Team: (916)-875-1055	Brief focused counseling – up to 10 sessions	Expanded target population criteria	Medi-Cal	N/A
<b>CalWORKs Clinical Team</b>  <u><b>Administrative Offices Only</b></u> 7001-A East Parkway, Suite 300 Sacramento, CA 95823  <u><b>Services</b></u> Various DHA Locations	Call Access Team: (916) 875-1055 or 1 (888) 881-4881 and tell them you are on CalWORKs, or contact your Human Services Specialist (HSS) for a referral.	Individual or group counseling services designed to address mental health or alcohol or drug issues that are a barrier to obtaining or maintaining employment	Adults receiving CalWORKs services	CalWORKs	No Limit

## SUBACUTE SETTINGS

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>ACT Homes</b>  Augmented Care and Treatment Various locations	ACT Coordinator Call: (916) 875-1159	ACT board and care homes provide services focusing on rehabilitation, recovery, and life skills training.  Requires more services than a regular board & care home is able to offer.	Target population criteria and/or co-occurring substance abuse disorders  On SSI	Realignment	180

## SUBACUTE SETTINGS (CONTINUED)

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>Crestwood Behavioral Health, Inc.</b> Various facilities  <b>Creekside Mental Health Rehabilitation Program</b>  850 Sonoma Avenue Santa Rosa, CA 95404	Intensive Placement Team Program Coordinator Call: (916) 876-7107	Provides twenty-four hour full range psychiatric services in a locked setting.	Clients who are unable to reside in the community as a result of their psychiatric issues.	Realignment	Varies
<b>Medical Hill Rehabilitation Center</b>  475 29 <sup>th</sup> Street Oakland, Ca. 94609	Intensive Placement Team Program Coordinator Call: (916) 876-7107	Locked skilled nursing facility for clients who are unable to live in a community setting. Provides mental health services within a structured treatment setting with a comprehensive therapeutic program.	Primary psychiatric diagnosis requiring a locked skilled nursing facility due to medical reasons.	Realignment	Varies
<b>Napa State Hospital</b>  2100 Napa-Vallejo Highway Napa, CA 94558	Intensive Placement Team Program Coordinator Call: (916) 876-7107	Psychiatric hospitalization	Inability to participate in a community based program and requires longer-term hospitalization due to clinical and/or medical status.	Realignment	31

## OLDER ADULT SERVICES

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>CHWMF Geriatric Network</b>  425 University Ave. Sacramento, CA 95825	Call: (916) 648-2800  Fax: (916) 927-7901	Provides mobile crisis intervention / evaluation, assessment, individual therapy, case management, medication consultation, community outreach and education.	<u>Mobile Team:</u> Age 60 and over Expanded or core target population criteria  <u>Case Management:</u> Age 60 and over Target population criteria	Medi-Cal Realignment	N/A   <u>Case Management:</u> 80

## OLDER ADULT SERVICES (CONTINUED)

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>El Hogar Sierra Elder Wellness Program</b>  9261 Folsom Blvd., Suite 500 Sacramento, CA 95826	Referrals will be screened by El Hogar to determine eligibility requirements are met.  El Hogar will submit a Services Request Form to Adult Access Team for treatment authorization.  Call: (916) 363-1553	Full Service Partnership for Older Adults who are currently unserved or underserved.  A multidisciplinary team approach is used to provide intensive services in a "whatever it takes" model.  Client has complex co-occurring mental health, physical health, substance abuse and/or social service needs.	Age 60 and over  Up to 5% of enrolled clients may be age 55-59.  Target population criteria	MHSA Medi-Cal	100
<b>Eskaton Senior Connection Talking, Listening, Caring (TLC)</b>  5105 Manzanita Avenue Carmichael, CA 95608	Referral sources: CHWMF Geriatric Network, Adult Protective Services and other providers.  Call: (916) 334-1072 Fax: (916) 331-2986	Volunteer based program provides daily telephone reassurance calls to isolated seniors.  TLC services are provided free of charge.	Age 60 and over  Individuals, who are homebound, live alone and are isolated.	Realignment	Approx. 500 served
<b>Mental Health Association Friendly Faces</b>  9719 Lincoln Village Dr., # 407 Sacramento, CA 95827	Call: (916) 369-8603  Fax: (916) 855-5448	Senior visitation and telephone reassurance program.	Age 60 and over  Individuals who are isolated, homebound, and live alone.	Realignment	Approximately 125

## HOMELESS & HOUSING SERVICES

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>El Hogar - Guest House</b>  1400 North A Street, Bldg. A Sacramento, CA 95814	Appointments & walk-ins  Walk-ins should arrive by 8:00 a.m. Call: (916) 440-1500 ext. 3	Triage, mental health assessments, medication support services, referrals and case management services	Target population criteria  Homeless	Medi-Cal AB2034 PATH Realignment	Approximately 500 per month

## HOMELESS & HOUSING SERVICES (CONTINUED)

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>El Hogar- River City Community Homeless Program</b>  9261 Folsom Blvd, Suite 300 Sacramento, CA 95826	Call: (916) 854-4552	Comprehensive, integrated mental health and permanent supported housing, employment, and outreach services. Focus on what-ever-it-takes; 24/7 response. Housing first model	Target population criteria  Homeless	AB 2034 Medi-Cal	150
<b>TLCS-SRO-Sequoia Project</b>  711 J Street Sacramento, CA 95814	Call: (916) 444-3118	Subsidizes housing and case management services for single adults living in downtown single room occupancy hotels (SROs)	Target population criteria  Single adults who reside in the downtown SROs	Realignment	20
<b>TLCS-Carol's Place</b>	Referral and intake is through TLCS' SHEP program: Call: (916) 440-1500 ext. 2	30-day transitional housing program focusing on short and longer-term goals to mitigate homelessness.	Target population criteria Homeless adults	SAMHSA Realignment	18
<b>TLCS-Cooperative Living Programs</b>  Various sites	Referral and intake is through TLCS' SHEP program. Call: (916) 440-1500 ext. 2	Permanent cooperative residential housing programs. Residents live cooperatively to reduce the stresses and expenses of independent living.	Target population criteria  Must possess some independent living skills, provide for self-care, and prepare simple meals.	Realignment	52 single adults; 20 families (one adult must meet target population criteria)
<b>TLCS-Passages Program</b>	Call TLCS SHEP program: (916) 440-1500 ext. 2	Mental health, case management and supportive housing services for transition age youth	Target population criteria Homeless adults Age 18-24	PATH Medi-Cal Realignment	32
<b>TLCS-Mentally Ill Chemical Abuser (MICA)</b>	Call TLCS Carol's Place: (916) 440-1500 ext. 2	Case management services to individuals with co-occurring disorders of psychiatric and addiction disorders.  Single adults served reside at TLCS' Palmer Apartments.	Target population criteria and a co-occurring substance addiction  Homeless adults	Realignment	60 single adults; 3 families (one adult must meet target population criteria)

## HOMELESS & HOUSING SERVICES (CONTINUED)

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>TLCS-Palmer Apartments</b>	Call TLCS' SHEP Program: (916) 440-1500 ext. 2 Must be a resident of TLCS' Carol's Place.	12-month transition housing program focusing on goals to end cycle of homelessness, including addiction and barriers to successful community integration.	Target population criteria  Homeless adults	PATH Realignment	48
<b>TLCS-People Achieving Change Together (PACT)</b>  1400 North A Street, Bldg. A Sacramento, CA 95814	Referral and intake is through TLCS' SHEP program. Call: (916) 440-1500 ext. 2	Case management services geared towards supporting individuals transitioning from homelessness to housing and increasing community stability.	Target population criteria  Homeless, single adults	Realignment	100
<b>TLCS-Supportive Housing and Entitlement Program (SHEP)</b>  1400 North A Street, Bldg. A Sacramento, CA 95814	Walk in and appointments. Call: (916) 440-1500 ext. 2	Assistance and advocacy with housing, social security, general assistance. SHEP is the point of entry for evaluations for the housing and case management programs provided by TLCS. Housing programs include transitional and permanent housing.	Target population criteria  Homeless adults	Realignment	Serves approximately 100 new individuals per month
<b>TLCS-Widening Opportunities for Rehabilitation and Knowledge (WORK)</b>	Referral and intake is through TLCS' SHEP program  Call: (916) 440-1500 ext. 2	Supported employment and case management services with housing subsidies for homeless adults.	Target population criteria  Homeless adults	Realignment	25
<b>Turning Point- (TP) Homeless Intervention Program</b>  601 W. N. Market Blvd., Ste. 350 Sacramento, CA 95834	Call: (916) 922-2771	Comprehensive, integrated mental health and permanent supported housing & employment services. Focus on what-ever-it-takes; 24/7 response. Housing first model.	Target population criteria  Homeless adults	AB2034 Medi-Cal Realignment	143

## HOMELESS & HOUSING SERVICES (CONTINUED)

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>TP Pathways</b>  1260 Fulton Avenue, Ste B & C Sacramento, CA 95825	Referrals will be screened by Pathways to determine eligibility requirements are met.  Pathways will submit a Services Request Form to Adult Access Team for treatment authorization  Call: (916) 283-8280  Fax: (916) 283-8259	Comprehensive, integrated mental health and permanent supported housing & employment services. Focus on what-ever-it-takes; 24/7 response. Housing first model	Seriously emotionally disturbed (SED) children and their families/caregivers  Transition Age Youth (TAY) 18-25 or younger, if emancipated  Adults and older adults No parolees Target Population for TAY and Adults	MHSA Medi-Cal	125 31 SED children & their families/care givers; 31 TAY; 57 Adults age 25-60; 6 Older Adults 60+
<b>Volunteers of America (VOA) – Community Outreach</b>  2830 Stockton Blvd. Sacramento, CA 95817	Call: (916) 736-3421	Street and shelter outreach services to assist with helping individuals to access housing, mental health services and other necessary services to mitigate homelessness. Dedicated team for older adult population.	Unserved and unlinked homeless adults and older adults	PATH Realignment	N/A
<b>VOA Halcyon Place</b>  2830 Stockton Blvd. Sacramento, CA 95817	Call: (916) 736-6727	HUD funded Project-Based Shelter+ Care program geared to support individuals recovering from long-term homelessness in permanent housing.	Target population criteria  Chronically homeless adults	Medi-Cal Realignment	22

## SUPPORT AND EDUCATIONAL SERVICES

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>California Department of Rehabilitation</b>  2000 Evergreen Street Sacramento, CA 95815  Sites in Elk Grove, Fair Oaks, Roseville, South Sacramento	Call: (916) 263-7365	Provides consumers with information, orientation, referral, consultation, and assistance in acquiring rehabilitative services from the Department of Rehabilitation.	Adults with disabilities seeking meaningful employment.	Realignment	161
<b>Consumers Self Help Center (CSH)</b>  <b>North:</b> 4972 Date Avenue Sacramento, CA 95841  <b>South:</b> 3031 Franklin Blvd. Sacramento, CA 95818	<b>North:</b> (916) 348-1428  <b>South:</b> (916) 737-7100	Drop in center provides group activities, self-help groups, peer counseling, peer advocacy, education, vocational and substance abuse groups, social skills training.	Target population criteria  Adults seeking self-help services	SAMHSA Realignment	N/A
<b>CSH Wellness and Recovery Center</b>  3815 Marconi Avenue Sacramento, CA 95821	<b>Center services:</b> (916) 485-4175 or walk-in.  <b>Medication services:</b> Call Access Team: (916) 875-1055 or 1 (888) 881-4881	<b>Center services:</b> Educational, skill building, peer support, and vocational.  <b>Medication services:</b> Medication education, management and support.	<b>Center services:</b> County resident  <b>Medication services:</b> Target population criteria for transitional age youth, adults and older adults.	MHSA Medi-cal	<b>Center services:</b> 450  <b>Medication services:</b> 175
<b>Crossroads Employment Services</b>  3823 V Street, Suite #1 Sacramento, CA 95817  7640 Greenback Lane Citrus Heights, CA 95610	Call: (916) 457-1900  Call: (916) 676-2508	Provides opportunities to maintain employment through direct on site and off site job coaching, "reasonable accommodation" plan assistance, individual support and coordination with employer.	Target population criteria  Adults seeking employment	Realignment	N/A



## SUPPORT AND EDUCATIONAL SERVICES (CONTINUED)

PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>The Effort Suicide Prevention</b>  8912 Volunteer Lane, #100 Sacramento, CA 95826	Call: (916) 368-3080  <b>Suicide Prevention Hotline:</b> Call: (916) 368-3111	Crisis service hotline	Individuals in crisis	Realignment	N/A
<b>Mental Health Association</b>  9719 Lincoln Village Dr., #503 Sacramento, CA 95827	Call: (916) 366-4600	Advocacy, information, referral, outreach, education, and support groups.	Open to individuals seeking resources, information or education about mental health issues.	Realignment	N/A
<b>Office of Patients' Rights</b>  3031 Franklin Blvd. Sacramento, CA 95818	Call: (916) 737-7104	Rights advocacy, complaint review, and representation in involuntary hospitalization hearings.	Target population criteria	SAMHSA Realignment	N/A
<b>Transcultural Wellness Center (TWC)</b>  5330 Power Inn Road, Suite A Sacramento, CA 95820	Referrals will be screened by TWC to determine eligibility requirements are met.  TWC will submit a Services Request Form to Adult Access Team for treatment authorization.  Call: (916) 283-8280  Fax: (916) 283-8259	Mental Health Services including individual, family, group counseling and support, crisis intervention, medication services, community outreach & education. Services provided on-site, at homes, and in the community.	Target population criteria priority populations include Asian Pacific Islanders.	MHSA Medi-Cal	32 TAY (ages 16-25); 89 Adults; 27 Older Adults

FORENSIC SERVICES					
PROVIDER	ACCESSING SERVICES	DESCRIPTION	ELIGIBILITY	PROGRAM FUNDING SOURCE	CAPACITY
<b>TLCS-Project Redirection</b>  1400 North A Street, Bldg. A Sacramento, CA 95814	Call: (916) 440-1500 ext. 2	Mental health, medication and case management for adult repeat offenders to the Sacramento County jails.  Priority consideration is given to individuals with housing, medical, and other at-risk factors contributing to vulnerability of recidivism.	Target population criteria  Jail inmates with two or more Jail Psych. contacts within past three years  Global Assessment of Functioning (GAF) score of 50 or less.	PATH Medi-Cal Realignment	63
<b>Jail Psychiatric Services – UCD</b>  Sacramento County Main Jail 651 I Street Sacramento, CA 95814  Rio Consumnes Correctional Center 12500 Bruceville Road Elk Grove, CA 95757	Services provided in jail	Psychiatric care including suicide prevention, assessment, diagnosis, treatment, stabilization, education, crisis intervention, brief individual counseling, medication monitoring, pre-release planning, and community referral.  Services include an acute Inpatient Unit 18- bed for intensive treatment.	Clients in county jails with psychiatric disabilities.	N/A	N/A

**Key references:**

Mental Health Division Mental Health Plan

Mental Health Division P&P 01-07 Determination of Medical Necessity and Target Population

***Funding Legend***

MHSA – Mental Health Services Act

PATH Grant - Projects for Assistance in Transition from Homelessness

SAMHSA Grant - Substance Abuse and Mental Health Services Administration

AB2034 – (Steinberg's Bill) Integrated Services for Homeless Adults

# **APPENDIX VI**

## **Beneficiary Protection Change of Provider**

## Request for Change of Provider

brochure sample reduced in size

### Consumer Complaints:

Consumers are encouraged to discuss issues regarding their mental health services directly with their clinician, or with the supervisor. Consumers may also contact the following services for assistance in resolving complaints:

Patient's Rights Advocate: 916-737-7104  
Consumer Advocate: 916-875-4710

### Grievance Procedures

Consumers who are unable to adequately resolve a complaint, may file a grievance by completing a written form. Contact Consumer Advocate at 916-875-4710 for more information

## Sacramento County Mental Health Plan

### *Request Change of Provider*

*Please give this completed request  
to the receptionist.*

### Request Change of Provider

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

To: \_\_\_\_\_

From: \_\_\_\_\_

(Client Name)

(Parent or Guardian if request is by/for child or youth)

I request a change in my current clinician for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_

Check one: ☐ I have discussed my concerns with this service provider.  
☐ I have not discussed my concerns with this service provider.

I understand serious consideration will be given to this request and that I can expect a response within ten working days.

Respond to me by phone: \_\_\_\_\_  
(telephone number)

Or by mail: \_\_\_\_\_  
(street address, city, state, zip code)

MENTAL HEALTH  
PLAN SERVICES

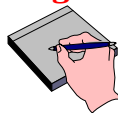
**Patient's Rights Advocate**

**916/737-7104**

**Mental Health Plan  
Member Services**

**916/875-6069**

**If you need assistance with  
completing this form:**



- *You may ask any Mental Health Plan (MHP) staff to assist you.*
- *You may call the Sacramento County MHP Member Services.*
- *You may call the Patients' Rights Advocate at 737-7104.*

**Please return this completed  
form to the receptionist or,  
place in the Suggestion Box  
or mail to Member Services  
at:**

**7001A East Parkway, #300M  
Sacramento, CA 95823**

**Sacramento County Board of Supervisors**

Roger Dickinson, 1<sup>st</sup> District  
Illa Collin, 2<sup>nd</sup> District  
Muriel P. Johnson, 3<sup>rd</sup> District  
Roger Niello, 4<sup>th</sup> District  
Don Nottoli, 5<sup>th</sup> District

**County Executive**

Terry Schutten

**Department of Health and Human Services**

James W. Hunt, Director

**Mental Health Director**

Thomas J. Sullivan, LCSW



**Sacramento County  
Mental Health Plan**

**REQUEST CHANGE  
OF  
PROVIDER**

## REQUEST CHANGE OF PROVIDER

The agency providing your services will respond to this request. The MHP Member Services will respond in the event it cannot be resolved at the agency level. Both the agency and MHP will make decisions based on the available MHP resources.

Date:

Service Location:

Please print or write legibly.

Client Name:

Birthdate:

Name of legal guardian  
if on behalf of a minor:

Address  
(City/State/Zip):

Phone Number:  
(Please indicate best time to call)

1. I am requesting a change in:

☐ Service Staff

☐ Medical Staff

☐ Agency

2. Please describe the reason(s) for requesting a change.

3. Have you discussed your concerns with your service provider?

☐ YES Please describe what you have done to try to resolve the problem and include the results.

☐ NO

I understand that I will be contacted about this request within ten (10) working days.

Today's Date:

Signature of Person making this request:

### FOR COUNTY USE ONLY

REVIEWED BY:

DATE:

RECOMMENDATIONS:

Countywide Services Agency

Department of  
Health and Human Services

Mental Health Services  
Leland Tom, Director



County of Sacramento

Terry Schutten, County Executive  
Penelope Clarke, Agency Administrator  
Lynn Frank, Director

## **WELCOME TO THE SACRAMENTO COUNTY MENTAL HEALTH PLAN**

After discussions with you about your request for services, the Mental Health Plan (MHP) ACCESS Team has referred you to the most appropriate community service provider. We hope this referral has been helpful to you.

We are required to provide you with a copy of the attached list of MHP Medi-Cal Service Providers. If you would like to receive a copy of the most current list of providers, you may contact Member Services. If you have any questions about the providers on the list or need further assistance, please contact your provider or call the ACCESS Team

Children's ACCESS Team: (916) 875-9980 or Toll Free: 1-888-881-4881

Adult ACCESS Team: (916) 875-1055 or Toll Free: 1-888-881-4881

**MEMBER SERVICES: (916) 875-6069 TTY (916) 876-8853**

County - Sacramento						
Department of Health & Human Services						
Mental Health Plan Med-Cal Provider List						
08-01-07						
Prior authorization is required. Please contact the Child or Adult Access Teams at (916) 875-1055 or toll free at 1-888-881-4881 for referral to the listed providers. For More Information About Sacramento County's Provider List, Please Contact Member Services at (916) 875-6069 or toll free at 1-888-381-4881.						
Name	Address	Phone	Provider Characteristics	Populations Served	Non-English Languages Spoken	Cultural Competency
<b>Organizational Providers</b>						
Another Choice Another Chance	2801 Aramont Drive Rancho Cordova, CA 95670	(916) 361-2369	Accepting clients through Access Team	Children	Dutch, French, German, Spanish	Children's General & Specialized Mental Health Services Services available in compliance with County's Cultural Competence Plan.
	5415 Florin Road Sacramento, CA 95823	(916) 426-7977	Accepting clients through Access Team	Children	Dutch, French, German, Spanish	Children's General & Specialized Mental Health Services Same as above
Asian Pacific Counseling Center	5330 Power Inn Road, Suite A Sacramento, CA 95820	(916) 393-6783	Accepting clients through Access Team	Adult / Children	Cantonese, Hmong, Japanese, Korean, Lao, Russian, Spanish, Tagalog, Vietnamese	Children's General & Specialized Mental Health Services Same as above
Catholic Social Service of Sacramento	5880 Newman Court Sacramento, CA 95819	(916) 452-7481	Accepting clients through Access Team	Adult	German, Spanish	Adult Social Rehab Services Same as above
Charis Youth Center	714 W. Main Street Grass Valley, CA 95945	(530) 477-9800	Accepting clients through Access Team	Children	Spanish	Children's General & Specialized Mental Health Services Same as above
Child & Family Institute	3951 Performance Drive, Suite G Rancho Cordova, CA 95670	(916) 321-0828	Accepting clients through Access Team	Children	Cantonese, Hmong, Spanish	Children's General & Specialized Mental Health Services Same as above
	4545 - 9th Ave Sacramento, CA 95820	(916) 361-1720	Accepting clients through Access Team	Children	Cantonese, Hmong, Spanish	Children's General & Specialized Mental Health Services Same as above
Children's Receiving Home	3555 Auburn Blvd. Sacramento, CA 95821	(916) 482-2370	Accepting clients through Access Team	Children	Bosnian, Cantonese, Russian, Spanish, Tagalog, Ukrainian	Children's General & Specialized Mental Health Services Same as above
CHW Medical Foundation	9837 Folsom Blvd., Ste. F Sacramento, CA 95827	(916) 855-5700	Accepting clients through Access Team	Children	East Indian, Farsi, Fijian, French, Hindi, Hmong, Punjabi, Romanian, Russian, Spanish, Tagalog, Ukrainian, Zulu	Children's General & Specialized Mental Health Services Same as above
	5709 Marconi Ave, Suite A Camichael, CA 95608	(916) 481-2973	Accepting clients through Access Team	Children	East Indian, Farsi, Fijian, French, Hindi, Hmong, Punjabi, Romanian, Russian, Spanish, Tagalog, Ukrainian, Zulu	Children's General & Specialized Mental Health Services Same as above
	5615 Valley Hi Drive, Suite A Sacramento, CA 95823	(916) 681-6300	Accepting clients through Access Team	Children	East Indian, Farsi, Fijian, French, Hindi, Hmong, Punjabi, Romanian, Russian, Spanish, Tagalog, Ukrainian, Zulu	Children's General & Specialized Mental Health Services Same as above
CHW Medical Foundation (Geriatric Network)	425 University Avenue, #222 Sacramento, CA 95825	(916) 548-2800	Accepting clients through Access Team	Adult	East Indian, Farsi, Fijian, French, Hindi, Hmong, Punjabi, Romanian, Russian, Spanish, Tagalog, Ukrainian, Zulu	Adult Social Rehab Services Same as above
Consumers Self-Help Center	3815 Marconi Avenue Sacramento, CA 95821	(916) 737-7100	Accepting clients through Access Team	Adult	German, Hmong, Italian, Japanese, Spanish	Adult Social Rehab Services Same as above
Cross Creek Family Counseling, Inc.	8421 Auburn Blvd., Bld 3 Citrus Heights, CA 95610	(916) 722-6100	Accepting clients through Access Team	Children	Spanish	Children's General & Specialized Mental Health Services Same as above



Name	Address	Phone	Provider Characteristics	Populations Served	Non-English Languages Spoken	Specialties	Cultural Competency
Eastfield Ming Quong	8801 Folsom Blvd., Suite 210 Sacramento, CA 95826	(916) 561-0590	Accepting clients through Access Team	Children	Hind, Hmong, Punjabi, Spanish, Tagalog	Children's General & Specialized Mental Health Services	Services available in compliance with County's Cultural Competence Plan.
Edgewood Center for Children & Families	1501 Vincent St. San Francisco, CA 94116	(415) 681-3211	Accepting clients through Access Team	Children	Arabic, Bengali, Cantonese, French, Filipino, German, Greek, Hebrew, Korean, Krio, Mandarin, Portuguese, Russian, Sanskrit, Spanish, Tagalog, Tibetan, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
El Hogar, Inc.	9261 Folsom Blvd., Suite 300 Sacramento, CA 95826	(916) 854-4552	Accepting clients through Access Team	Adult	Cantonese, German, Hindi, Hmong, Lao, Punjabi, Romanian, Spanish, Tagalog, Tamil, Thai	Adult Social Rehab Services	Same as above
	1400 North A Street, Bldg. A Sacramento, CA 95814	(916) 440-1500	Accepting clients through Access Team	Adult	Cantonese, German, Hindi, Hmong, Lao, Punjabi, Romanian, Spanish, Tagalog, Tamil, Thai	Adult Social Rehab Services	Same as above
El Hogar, Inc.	508 Tenth Street Sacramento, CA 95814	(916) 441-2933	Accepting clients through Access Team	Adult	Cantonese, German, Hindi, Hmong, Lao, Punjabi, Romanian, Spanish, Tagalog, Tamil, Thai	Adult Social Rehab Services	Same as above
Families First, Inc.	2330 Glendale Lane, Suite 100 Sacramento, CA 95825	(916) 641-9595	Accepting clients through Access Team	Children	Armenian, ASL, Farzi, German, Hmong, Japanese, Polish, Russian, Spanish, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	2100 Fifth Street Davis, CA 95616	(530) 753-0220	Accepting clients through Access Team	Children	Armenian, ASL, Farzi, German, Hmong, Japanese, Polish, Russian, Spanish, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
Human Resources Consultants	2220 Watt Ave., Bldg. B Sacramento, CA 95825	(916) 495-6500	Accepting clients through Access Team	Adult	Cantonese, Hindi, Hmong, Japanese, Mandarin, Punjabi, Russian, Spanish, Tagalog, Ukrainian, Urdu, Vietnamese	Adult Social Rehab Services	Same as above
La Familia Counseling Center, Inc.	5523 34th Street Sacramento, CA 95820	(916) 452-3601	Accepting clients through Access Team	Children	Cantonese, French, Greek, Hmong, Lao, Men, Portuguese, Spanish, Thai, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
Milhaus Children's Services	7618 Bar Du Lane Sacramento, CA 95829	(916) 362-8292	Accepting clients through Access Team	Children	French, German, Konkow Maidu, Spanish	Children's General & Specialized Mental Health Services	Same as above
	6171 Bradshaw Road Sacramento, CA 95829	(916) 362-8292	Accepting clients through Access Team	Children	French, German, Konkow Maidu, Spanish	Children's General & Specialized Mental Health Services	Same as above
	9211 Garber Road Sacramento, CA 95826	(916) 362-8292	Accepting clients through Access Team	Children	French, German, Konkow Maidu, Spanish	Children's General & Specialized Mental Health Services	Same as above
	9451 Pond Lane Wilson, CA 95663	(916) 362-8292	Accepting clients through Access Team	Children	French, German, Konkow Maidu, Spanish	Children's General & Specialized Mental Health Services	Same as above
	24077 State Highway 49 Nevada City, CA 95959	(530) 265-9057	Accepting clients through Access Team	Children	French, German, Konkow Maidu, Spanish	Children's General & Specialized Mental Health Services	Same as above
Quality Group Homes, Inc.	3353 Bradshaw Rd., Ste. 103 Sacramento, CA 95827	(916) 875-1570	Accepting clients through Access Team	Children	Arabic, Dutch, Farzi, Fijian, French, Ghanaian, Hindi, Hmong, Russian, Spanish, Ukrainian, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Same as above

Name	Address	Phone	Provider Characteristics	Populations Served	Non-English Languages Spoken	Specialties	Cultural Competency
Quality Group Homes, Inc.	3590 Branch Center Rd Sacramento, CA 95827	(916) 875-6662	Accepting clients through Access Team	Children	Arabic, Dutch, Farsi, Filipino, French, German, Hindi, Hmong, Korean, Mongolian, Punjabi, Romanian, Russian, Sanskrit, Spanish, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Services available in compliance with County's Cultural Competence Plan.
River Oak Center for Children, Inc.	1160 Eastern Avenue Sacramento, CA 95864	(916) 609-4200	Accepting clients through Access Team	Children	Bulgarian, French, German, Hindi, Hmong, Korean, Mongolian, Punjabi, Romanian, Russian, Sanskrit, Spanish, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	5030 El Camino Ave. Carmichael, CA 95608	(916) 609-5100	Accepting clients through Access Team	Children	Bulgarian, French, German, Hindi, Hmong, Korean, Mongolian, Punjabi, Romanian, Russian, Sanskrit, Spanish, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	7322 Florinwood Drive Sacramento, CA 95823	(916) 371-0201	Accepting clients through Access Team	Children	Bulgarian, French, German, Hindi, Hmong, Korean, Mongolian, Punjabi, Romanian, Russian, Sanskrit, Spanish, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	5204 Laurel Hills Drive Sacramento, CA 95841	(916) 609-4000	Accepting clients through Access Team	Children	Bulgarian, French, German, Hindi, Hmong, Korean, Mongolian, Punjabi, Romanian, Russian, Sanskrit, Spanish, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
River Oak Center for Children, Inc.	5445 Laurel Hills Drive Sacramento, CA 95841	(916) 609-6300	Accepting clients through Access Team	Children	Bulgarian, French, German, Hindi, Hmong, Korean, Mongolian, Punjabi, Romanian, Russian, Sanskrit, Spanish, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	7300 Lincolnshire Dr., Suite 100 Sacramento, CA 95823	(916) 282-1800	Accepting clients through Access Team	Children	Bulgarian, French, German, Hindi, Hmong, Korean, Mongolian, Punjabi, Romanian, Russian, Sanskrit, Spanish, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	2761 9th Ave. Sacramento, CA 95818	(916) 277-7043	Accepting clients through Access Team	Children	Bulgarian, French, German, Hindi, Hmong, Korean, Mongolian, Punjabi, Romanian, Russian, Sanskrit, Spanish, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
Sacramento Black Alcoholism Center	3307 Broadway #200 Sacramento, CA 95817	(916) 454-4242	Accepting clients through Access Team	Children	Bosnian, Cambodian, Cantonese, French, Hmong, Lao, Mien, Russian, Serbo-Croatian, Spanish, Ukrainian, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
Sacramento Children's Home	1615 Stockton Blvd. Sacramento, CA 95815	(916) 462-7240	Accepting clients through Access Team	Children	Arabic, Farsi, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	2750 Sutterville Rd. Sacramento, CA 95820	(916) 462-3981	Accepting clients through Access Team	Children	Arabic, Farsi, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	2761 Williamson Ave. Sacramento, CA 95820	(916) 462-4076	Accepting clients through Access Team	Children	Arabic, Farsi, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
Sacramento County Mental Health	APSS: 4875 Broadway Sacramento, CA 95817	(916) 875-0569	Accepting clients through Access Team	Adult	Cantonese, German, Mandarin, Taiwanese	Adult Social Rehab Services	Same as above
	CAPS: 3331 Power Inn Road, Suite 140 Sacramento, CA 95826	(916) 875-1183	Accepting clients through Access Team	Children	Farsi, Mandarin, Spanish	Children's General & Specialized Mental Health Services	Same as above
	YIS: 3331 Power Inn Road, Suite 150 Sacramento, CA 95826	(916) 875-0569	Accepting clients through Access Team	Children	Spanish	Children's General & Specialized Mental Health Services	Same as above

Name	Address	Phone	Provider Characteristics	Populations Served	Non-English Languages Spoken	Specialties	Cultural Competency
Sacramento County Mental Health	SBC: 3331 Power Inn Rd, Suite 150 Sacramento, CA 95826	(916) 875-9866	Accepting clients through Access Team	Children		Children's General & Specialized Mental Health Services	Services available in compliance with County's Cultural Competence Plan.
	CCMS: 3331 Power Inn Rd, Suite 150 Sacramento, CA 95826	(916) 875-9864	Accepting clients through Access Team	Children		Children's General & Specialized Mental Health Services	Same as above
	MERT: 2150 Stockton Blvd, Sacramento, CA 95817	(916) 875-1000	Children's Crisis Unit	Children	Enfrian, Tagalog, Visayan	Crisis	Same as above
	MHTC: 2150 Stockton Blvd, Sacramento, CA 95817	(916) 875-1000	Crisis Unit	Adult	ASL, Braille, Cantonese, Cree, Czech, Edo, Eritrean, Farsi, French, German, Habasha, Hindi, Hmong, Ilocano, Japanese, Khmu, Korean, Krio, Lao, Malay, Mandarin, Portuguese, Punjabi, Romanian, Russian, Samoan, Spanish, Swedish, Tagalog, Telugu, Thai, Urdu, Yoruba, Vietnamese	Crisis	Same as above
San Juan Unified School District	7301 Antelope Road Citrus Heights, CA 95621	(916) 728-3179	Accepting clients through Access Team	Children	Braille, Cantonese, Chinese, Mandarin, Spanish	Children's General & Specialized Mental Health Services	Same as above
	3413 Arden Way Sacramento, CA 95825	(916) 575-2828	Accepting clients through Access Team	Children	Braille, Cantonese, Chinese, Mandarin, Spanish	Children's General & Specialized Mental Health Services	Same as above
	6147 Sutter Avenue Carmichael, CA 95608	(916) 971-7640	Accepting clients through Access Team	Children	Braille, Cantonese, Chinese, Mandarin, Spanish	Children's General & Specialized Mental Health Services	Same as above
Sonoma Residential & Day Treatment Center for Children	1320 Arnold Drive #180 Martinez, CA 94553		Accepting clients through Access Team	Children	Arabic, Chinese, French, German, Japanese, Mandarin, Portuguese, Russian, Spanish, Tagalog	Children's General & Specialized Mental Health Services	Same as above
	1034 Oak Grove Road Concord, CA 94518		Accepting clients through Access Team	Children	Arabic, Chinese, French, German, Japanese, Mandarin, Portuguese, Russian, Spanish, Tagalog	Children's General & Specialized Mental Health Services	Same as above
	887 Potrero Ave, S.F., CA 94110		Accepting clients through Access Team	Children	Arabic, Chinese, French, German, Japanese, Mandarin, Portuguese, Russian, Spanish, Tagalog	Children's General & Specialized Mental Health Services	Same as above
Stanford Home	4612 Roseville Road, Suite 107 North Highlands, CA 95660	(916) 335-3722	Accepting clients through Access Team	Children	Cantonese, Danish, French, German, Hebrew, Hindi, Italian, Korean, Mandarin, Punjabi, Russian, Spanish	Children's General & Specialized Mental Health Services	Same as above
Summitview	5008 Survey Road Placerville, CA 95667	(530) 644-2412	Accepting clients through Access Team	Children	Cambodian, French	Children's General & Specialized Mental Health Services	Same as above
Sutter Counseling Center	655 Howe Avenue Sacramento, CA 95825	(916) 929-0808	Accepting clients through Access Team	Children		Children's General & Specialized Mental Health Services	Same as above
Terkensha Associates	4350 Auburn Blvd., Suite 1200 Sacramento, CA 95841	(916) 418-0826	Accepting clients through Access Team	Children	Cantonese, French, Hmong, Russian, Spanish, Vietnamese	Children's General & Specialized Mental Health Services	Same as above

Name	Address	Phone	Provider Characteristics	Populations Served	Non-English Languages Spoken	Specialties	Cultural Competency Services available in compliance with County's Cultural Competence Plan.
Tertensha Associates	5450 Georgia Dr. North Highlands, CA 95660	(916) 596-1800	Accepting clients through Access Team	Children	Chinese, French, Hmong, Russian, Spanish, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	811 D Grand Ave Sacramento, CA 95836	(916) 922-9866	Accepting clients through Access Team	Children	Chinese, French, Hmong, Russian, Spanish, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	477 Las Palmas Ave. Sacramento, CA 95815	(916) 253-6666	Accepting clients through Access Team	Children	Chinese, French, Hmong, Russian, Spanish, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	3708 Myrtle Avenue North Highlands, CA 95660	(916) 566-1910	Accepting clients through Access Team	Children	Chinese, French, Hmong, Russian, Spanish, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	3401 Scotland Drive Antelope, CA 95603	(916) 338-6387	Accepting clients through Access Team	Children	Chinese, French, Hmong, Russian, Spanish, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
Terra Nova Counseling	1025 19th Street, Suite 12 Sacramento, CA 95814	(916) 344-0249	Accepting clients through Access Team	Children	American, Bosnian, Dutch, Farsi, German, Serbian-Croatian, Spanish	Children's General & Specialized Mental Health Services	Same as above
	6524 Valley Hi Drive, Suite B Sacramento, CA 95823	(916) 344-0249	Accepting clients through Access Team	Children	American, Bosnian, Dutch, Farsi, German, Serbian-Croatian, Spanish	Children's General & Specialized Mental Health Services	Same as above
	5777 Madison Ave Suite 240 Sacramento, CA 95841	(916) 344-0249	Accepting clients through Access Team	Children	American, Bosnian, Dutch, Farsi, German, Serbian-Croatian, Spanish	Children's General & Specialized Mental Health Services	Same as above
The Effort, Inc.	8912 Volunteer Lane, Suite 100 Sacramento, CA 95826	(916) 368-3080	Accepting clients through Access Team	Adult / Children	Spanish, Ukrainian	Adult/Children's General & Specialized Mental Health Services	Same as above
	4410 Power Inn Road Sacramento, CA 95826	(916) 453-1462	Accepting clients through Access Team	Adult / Children	Spanish, Ukrainian	Adult/Children's General & Specialized Mental Health Services	Same as above
Transitional Living & Community Support	1400 North A Street, Bldg A Sacramento, CA 95814	(916) 440-1500	Accepting clients through Access Team	Adult	Croat, French, German, Hungarian, Japanese, Spanish, Swahili	Adult Social Rehab Services	Same as above
	2201 Park Towne Ct., Suite 200 Sacramento, CA 95825	(916) 244-5100	Accepting clients through Access Team	Adult	Croat, French, German, Hungarian, Japanese, Spanish, Swahili	Adult Social Rehab Services	Same as above
Triad Family Services	2445 Albatross Way, Suite 101 Sacramento, CA 95815	(916) 931-0771	Accepting clients through Access Team	Children	Spanish	Children's General & Specialized Mental Health Services	Same as above
Turning Point Community Programs	4600 47th Ave., Suite 210 Sacramento, CA 95823	(916) 433-3030	Accepting clients through Access Team	Children	Croat, Farsi, French, Hindi, Japanese, Kawai, Korean, Kru, Lao, Mandarin, Mien, Punjabi, Russian, Spanish, Tagalog, Tenne, Thai, Tongan, Ukrainian, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	4600 47th Avenue Suite 106 111, 205, 207 Sacramento, CA 95824	(916) 393-1222	Accepting clients through Access Team	Adult	Croat, Farsi, French, Hindi, Japanese, Kawai, Korean, Kru, Lao, Mandarin, Mien, Punjabi, Russian, Spanish, Tagalog, Tenne, Thai, Tongan, Ukrainian, Urdu, Vietnamese	Adult Social Rehab Services	Same as above

Name	Address	Phone	Provider Characteristics	Populations Served	Non-English Languages Spoken	Specialties	Cultural Competency
Turning Point Community Programs	4730 47th Avenue, Suite 300 Sacramento, CA 95824	(916) 391-6694	Accepting clients through Access Team	Adult	Cree, Farsi, French, Hindi, Japanese, Kowel, Korean, Kru, Lao, Mandarin, Mien, Punjabi, Russian, Spanish, Tagalog, Temre, Thai, Tongan, Ukrainian, Urdu, Vietnamese	Adult Social Rehab Services	Services available in compliance with County's Cultural Competence Plan.
	1286 Fulton Avenue, Suite B Sacramento, CA 95825	(916) 922-2771	Accepting clients through Access Team	Adult	Cree, Farsi, French, Hindi, Japanese, Kowel, Korean, Kru, Lao, Mandarin, Mien, Punjabi, Russian, Spanish, Tagalog, Temre, Thai, Tongan, Ukrainian, Urdu, Vietnamese	Adult Social Rehab Services	Same as above
	INT- 4228 Northgate Blvd, Suite 1 Sacramento, CA 95834	(916) 922-2771	Accepting clients through Access Team	Adult	Cree, Farsi, French, Hindi, Japanese, Kowel, Korean, Kru, Lao, Mandarin, Mien, Punjabi, Russian, Spanish, Tagalog, Temre, Thai, Tongan, Ukrainian, Urdu, Vietnamese	Adult Social Rehab Services	Same as above
	4801 34th Street Sacramento, CA 95820	(916) 737-9202	Accepting clients through Access Team	Adult	Cree, Farsi, French, Hindi, Japanese, Kowel, Korean, Kru, Lao, Mandarin, Mien, Punjabi, Russian, Spanish, Tagalog, Temre, Thai, Tongan, Ukrainian, Urdu, Vietnamese	Adult Social Rehab Services	Same as above
	RST- 601 W. North Market, Suite 100 & 500 Sacramento, CA 95834	(916) 567-4222	Accepting clients through Access Team	Adult	Cree, Farsi, French, Hindi, Japanese, Kowel, Korean, Kru, Lao, Mandarin, Mien, Punjabi, Russian, Spanish, Tagalog, Temre, Thai, Tongan, Ukrainian, Urdu, Vietnamese	Adult Social Rehab Services	Same as above
	HIP- 801 W. North Market, Suite 320 & 350 Sacramento, CA 95834	(916) 922-2771	Accepting clients through Access Team	Adult	Cree, Farsi, French, Hindi, Japanese, Kowel, Korean, Kru, Lao, Mandarin, Mien, Punjabi, Russian, Spanish, Tagalog, Temre, Thai, Tongan, Ukrainian, Urdu, Vietnamese	Adult Social Rehab Services	Same as above
	7245 E. Southgate Drive Sacramento, CA 95823	(916) 427-7141	Accepting clients through Access Team	Children	Cree, Farsi, French, Hindi, Japanese, Kowel, Korean, Kru, Lao, Mandarin, Mien, Punjabi, Russian, Spanish, Tagalog, Temre, Thai, Tongan, Ukrainian, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
UC Davis Medical Center, Child Protection	3300 Stockton Blvd Ste 1150A Sacramento, CA 95820	(916) 734-8396	Accepting clients through Access Team	Children	Spanish, Tagalog, Tamil	Children's General & Specialized Mental Health Services	Same as above
Victor Treatment Center, Inc.	865 Canyon Road Redding, CA 96001	(530) 378-1855	Accepting clients through Access Team	Children	African, Ashanti, Bini, Cambodian, Cantonese, Edo, French, German, Hmong, Igbo, Italian, Korean, Lao, Russian, Samoan, Sango, Spanish, Tagalog, Tongan, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	3164 Condo Court Santa Rosa, CA 95403	(707) 576-7218	Accepting clients through Access Team	Children	African, Ashanti, Bini, Cambodian, Cantonese, Edo, French, German, Hmong, Igbo, Italian, Korean, Lao, Russian, Samoan, Sango, Spanish, Tagalog, Tongan, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	12755 N. Hwy 88 Lodi, CA 95240	(209) 340-7900	Accepting clients through Access Team	Children	African, Ashanti, Bini, Cambodian, Cantonese, Edo, French, German, Hmong, Igbo, Italian, Korean, Lao, Russian, Samoan, Sango, Spanish, Tagalog, Tongan, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	2515 North Little Mountain Drive San Bernardino, CA 92405	(909) 886-1651	Accepting clients through Access Team	Children	African, Ashanti, Bini, Cambodian, Cantonese, Edo, French, German, Hmong, Igbo, Italian, Korean, Lao, Russian, Samoan, Sango, Spanish, Tagalog, Tongan, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
Visions Unlimited, Inc.	902 Caroline Street Galt, CA 95632	(209) 745-9949	Accepting clients through Access Team	Children	Arabic, Cambodian, Cantonese, Chinese, Egyptian, Farsi, Hindi, Hmong, Korean, Malaysian, Mien, Punjabi, Spanish, Tagalog, Tamil, Urdu, Vietnamese,	Children's General & Specialized Mental Health Services	Same as above


Name	Address	Phone	Provider Characteristics	Populations Served	Non-English Languages Spoken	Specialties	Cultural Competency Services available in compliance with County's Cultural Competence Plan
<b>Visions Unlimited, Inc.</b>	425 Pine Street Galt, CA 95632	(209) 745-3101	Accepting clients through Access Team	Adult / Children	Arabic, Cambodian, Cantonese, Chinese, Egyptian, Farsi, Hindi, Hmong, Kannada, Malaysian, Mien, Punjabi, Spanish, Tagalog, Tamil, Urdu, Vietnamese	Adult & Children General & Specialized Mental Health Services	Services available in compliance with County's Cultural Competence Plan
	3500 Florin Road Sacramento, CA 95823	(916) 394-2010	Accepting clients through Access Team	Children	Arabic, Cambodian, Cantonese, Chinese, Egyptian, Farsi, Hindi, Hmong, Kannada, Malaysian, Mien, Punjabi, Spanish, Tagalog, Tamil, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	7000 Franklin Blvd., Suite 200 Sacramento, CA 95823	(916) 383-2203	Accepting clients through Access Team	Adult	Arabic, Cambodian, Cantonese, Chinese, Egyptian, Farsi, Hindi, Hmong, Kannada, Malaysian, Mien, Punjabi, Spanish, Tagalog, Tamil, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
	7000 Franklin Blvd., Suite 220, 1230 Sacramento, CA 95823	(916) 394-2010	Accepting clients through Access Team	Children	Arabic, Cambodian, Cantonese, Chinese, Egyptian, Farsi, Hindi, Hmong, Kannada, Malaysian, Mien, Punjabi, Spanish, Tagalog, Tamil, Urdu, Vietnamese	Adult Social Rehab Services	Same as above
	1730 68th Avenue Sacramento, CA 95822	(916) 394-2010	Accepting clients through Access Team	Children	Arabic, Cambodian, Cantonese, Chinese, Egyptian, Farsi, Hindi, Hmong, Kannada, Malaysian, Mien, Punjabi, Spanish, Tagalog, Tamil, Urdu, Vietnamese	Adult Social Rehab Services	Same as above
<b>Volunteers of America</b>	2630 Stockton Blvd. Sacramento, CA 95817	(916) 736-6727	Accepting clients through Access Team	Adult	Hmong, Spanish	Adult Social Rehab Services	Same as above
<b>Individual Providers</b>							
Martha Gilmore, PhD, Psychologist	2617 Capitol Mall Sacramento, CA 95816	(916) 489-4612	Not accepting new clients	Adult		Adult General & Specialized Mental Health Services	Services available in compliance with County's Cultural Competence Plan
Jane Ann Graft, MFT	3550 Watt Ave, Business Center #140, Sacramento, CA 95821		Accepting clients through Access Team	Adult/Children	ASL	Adult/Children's General & Specialized Mental Health	Same as above
James R. Posey, PhD, Psychologist	Available at Skilled Nursing Facilities (SNF)	(916) 332-0442	Accepting new clients at Skilled Nursing Facilities (SNF) only	Adult		Adult General & Specialized Mental Health Services	Same as above
Robert Ventkus, MFT	1760 Vernon Street Roseville, CA 95678	(916) 764-1045	Accepting clients through Access Team	Children		Children's General & Specialized Mental Health Services	Same as above
<b>Hospitals</b>							
BHC Heritage Oaks	4250 Auburn Blvd. Sacramento, CA 95841	(916) 489-3336	Inpatient Hospital Referrals only	Children	Cantonese, Chow Cho, Hindi, Hmong, Malayalam, Punjabi, Samoan, Swahili, Tagalog, Tsao Zhou, Vietnamese	Children's General & Specialized Mental Health Services	Services available in compliance with County's Cultural Competence Plan
BHC Sierra Vista	8001 Brucoville Road Sacramento, CA 95823	(916) 423-2000	Inpatient Hospital Referrals only	Children	Arabic, Chinese, Filipino, French, German, Hindi, Italian, Japanese, Korean, Malaysian, Portuguese, Punjabi, Romanian, Russian, Spanish, Tagalog, Urdu, Vietnamese	Children's General & Specialized Mental Health Services	Same as above
St. Helena Hospital for Behavioral Health	625 Oregon St. Vallejo, CA 94590	(707) 648-2200	Inpatient Hospital Referrals only	Children		Adult & Children General & Specialized Mental Health Services	Same as above
Sutter Center for Psychiatry	7701 Folsom Blvd. Sacramento, CA 95806	(916) 386-3000	Inpatient Hospital Referrals only	Children		Children General & Specialized Mental Health Services	Same as above

Prior authorization is required. Please contact the Child or Adult Access Teams at (916) 875-1055 or toll free at 1-888-681-4881 for referral to the listed providers. For More Information About Sacramento County's Provider List, Please Contact Member Services at (916) 875-6069 or toll free at 1-888-681-4881.

# **APPENDIX VII**

## **Problem Resolution Policy and Procedure Notices of Action Definitions**



<b>County of Sacramento</b> <b>Department of Health and Human Services</b> <b>Mental Health Division</b> <b>Quality Management</b>		<b>POLICY AND PROCEDURE</b>	
		<b>Functional Area:</b> Beneficiary Protection	<b>No. 03-01</b>
<b>Scope:</b> <input checked="" type="checkbox"/> Mental Health Staff Adult Contract Providers Children's Contract Providers Specific grant/specialty resource		<b>Subject:</b> Problem Resolution	
<b>Reference:</b> CCR Title 9, chapter 11, §1850.205, 1850.305, 1850.345, and 1850.405 Federal HIPAA; 42 CFR, Chapter IV, Subchapter C, Part 438, Subpart F, Part 438.420		<b>Issue Date:</b> 05-28-97 <b>Effective Date:</b> 05-28-97 <b>Revision Date:</b> 07-01-05 <b>Prior Revision Date:</b> 05-21-04	
		<b>Related Policies:</b> No. 01-01 Forms and Brochures distribution No. 01-04 Second Opinions and Advocacy No. 02-01 Notices of Action	
<b>Distribution:</b> Mental Health Staff    Adult Contract Providers    Children's Contract Providers    DHHS Human Resources			
<b>Contact:</b> QMInformation@SacCounty.net		<b>Approved by:</b>  Uma Zykofsky, LCSW Quality Management Program Manager	

## **INTRODUCTION**

In accordance with California Code of Regulations Title 9, Chapter 11, Federal Health Insurance Portability and Accountability Act (HIPAA), 42 Code of Regulations (CFR), Chapter IV, Subchapter C, Part 431, Subpart E; Part 438, Subpart C and Subpart F, the Sacramento County Mental Health Plan (MHP) desires to ensure that beneficiaries of the plan (also referred to as members) and providers have access to a process for the resolution of grievances and appeals. All concerns about services shall be addressed in a sensitive, timely, and culturally competent manner. Member rights shall be protected at all stages of the grievance and appeal process. No member shall be penalized in any way for filing a grievance, appeal or State Fair Hearing. The MHP shall designate a Problem Resolution staff. Quality Management Services (QM) shall be responsible for monitoring member dissatisfaction and provider concerns, privacy issues, grievances, and appeals. All written communications with members shall be written in clear, concise language in a format understandable to the member. The QM Problem Resolution staff and Beneficiary Protection Coordinator shall be available to assist in resolving grievances or appeals or to assist with the filing for a State Fair Hearing.

## **PURPOSE**

The purpose of this policy is to delineate policies and procedures for the resolution of member privacy issues, grievances, and appeals. The problem resolution process will focus on resolution of a member's concern and provider problems in the most simple and prompt manner possible. Sacramento County will mediate and handle disputes at the lowest possible level. The means for notification of members and providers about these processes and the procedures for making them available will be addressed. The roles and responsibilities of the Mental Health Plan, beneficiaries (members), and providers will be specified.

## **OBJECTIVES**

The following important objectives will be accomplished:

1. To ensure that members/providers have adequate information regarding the problem resolution process.



2. To provide timely, readily available, and systematic response to member/provider issues.
3. To resolve effectively grievances and appeals.
4. To provide clear access to the State Fair Hearing process.
5. To provide clear access to the Privacy Issue process, as appropriate.
6. To involve member representatives to provide support and assistance to the member in the problem resolution process.

## **DEFINITIONS**

**ACTION** An action occurs when the MHP does any of the following: denies or limits authorization of a requested service, including the type or level of service; reduces, suspends, or terminates a previously authorized service; denies, in whole or part, payment for a service; fails to provide services in a timely manner, as determined by the MHP or fails to act within the timeframes for disposition of grievances, the resolution of standard appeals, or the resolution of expedited appeals.

### **BENEFICIARY Consumers of Mental Health services that are “members of the MHP”.**

**CONSUMER ADVOCATE:** An advocate provided through the MHP who is available to help members through the grievance/appeal process by representing the consumer's point of view. Sacramento County's MHP has designated two advocates, one specializing in assistance to adult members and one specializing in assistance for children and families.

**COMPLAINT BY PROVIDER:** A provider complaint is a statement registered by a provider about a problem that can be resolved informally. These problems may include, but are not limited to appointment scheduling, inappropriate referrals, denial of service, cultural issues, change of provider issues, etc.

**EXPEDITED APPEAL** An expedited appeal is an oral or written request to review an Action to be used when using the standard resolution process could jeopardize the beneficiary's life, health, or ability to attain, maintain, or regain maximum function.

**GRIEVANCE BY BENEFICIARY (MEMBER):** A grievance is defined as any expression of dissatisfaction about any matter other than an Action by a member, verbally or in writing or, with the member's permission, by a support person such as family, friend, or advocate, regarding mental health services offered through the MHP. Examples of possible grievances include, but are not limited to, appointment scheduling, staff attitude, cultural issues, dissatisfaction with service provided, change of provider, and privacy issues.

**MENTAL HEALTH PLAN (MHP):** Sacramento County is the entity responsible for the oversight and implementation of Managed Care Medi-Cal Specialty Mental Health Services for Sacramento County. All County Providers, contract organizational providers, and network providers are Providers for the MHP; all consumers who receive services under the MHP are the Members.

**PRIVACY ISSUE (HIPAA):** A form of grievance specifically regarding protected health information (PHI) as it pertains to concerns about a provider's policies and procedures, misuse, denial of access, or denial to change the members protected health information.

**PATIENTS' RIGHTS ADVOCATE:** The person(s) designated in Welfare and Institutions Code, Section 5500 et seq. to advocate for and protect the rights of all recipients of mental health services. Patient Rights advocacy services are provided in Sacramento County through a contract with the Consumer Self-Help Center.

**PROBLEM RESOLUTION STAFF AND COORDINATOR:** The Quality Management Problem resolution staff qualifies as Licensed Practitioner's of the Healing Arts (LPHA). They are responsible for analyzing, investigating, and resolving grievances, appeals and State Fair Hearings. They explain the grievance process and mediate disputes and/or resolve grievances and appeals at the lowest level whenever possible. Upon request, the staff can assist the member with filing a grievance, appeal or a State Fair Hearing. The Problem Resolution staff will provide the member with information on the status of his/her appeal or grievance.

**STANDARD APPEAL** A standard appeal is an oral or written request to review an Action. Oral appeals must be followed up with a written, signed appeal.

**STATE FAIR HEARING:** A formal hearing conducted by the State Department of Social Services as described in Code of Federal Regulations, Title 42, Part 431, Subpart E et seq. A member must exhaust the MHP Problem Resolution Process prior to filing for a State Fair Hearing.

The Administrative Law Judge who presides over the Hearing has authority over those issues related to an Action.

## **GENERAL PROVISIONS**

1. Members may appoint a representative (family member, friend, support person, provider, or provider staff) to act on their behalf. A consent to release information must be signed for the representative to receive confidential information. Parents or guardians, parent advocates, foster parents, or social service workers with responsibility for W & I Code 300 dependents may act as a representative of a minor unless otherwise provided by law.
2. ***The Grievance and Appeal processes do not replace the duties of the County Patient Rights Advocate. Members will be encouraged to consult with the Patient's Rights Advocate whenever they need additional assistance to resolve their issues, or if they have questions regarding their legal rights under Lanterman-Petris-Short Act (LPS) law. The MHP Problem Resolution staff will work closely with Patient Rights whenever indicated.***
3. All processes for problem resolution will maintain the confidentiality of the member in accordance with applicable State and Federal laws. The necessary consent for release of information shall be obtained whenever information about a member is to be exchanged with a third party. Grievance information will not be maintained in the client's medical record.
4. Members shall not be subject to discrimination or any other penalty for filing a grievance, an appeal, a State Fair Hearing, or reporting concerns relating to a privacy issue.
5. Grievance procedures will be considered high priority for members in Medi-Cal funded residential treatment programs when the grievance is received by the MHP prior to the member's discharge from the services. The grievance process for Medi-Cal funded residential treatment programs will be client friendly and timely, in recognition of the danger some psychiatric conditions represent to members. Services will continue pending the resolution of the grievance.
6. When a concern is identified regarding an employee's practices or performance as a result of a grievance or appeal, this shall be addressed by the employee's supervisor in accordance with that entity's (County or provider) personnel policies and procedures. Quality Management, however, shall reserve the right to generalize the specific instance to a more global issue (e.g., client confidentiality, etc.) and request that the provider provide a general staff training in that area.

## **ACCESSIBILITY OF THE PROBLEM RESOLUTION PROCESS**

**NOTIFICATION:** Upon intake, and annually thereafter for continuing clients, members shall be informed both verbally and in writing of the process for reporting and resolving grievances and appeals. This information will also be available through the 24-hour response line. The Members Rights and Problem Resolution Brochure and the MHP Member Handbook will state that a State Fair Hearing may be filed, following an Action, only after the member exhausts the MHP Appeals process. The handbooks and brochures will include information on how to contact the Problem Resolution staff and will be available at all sites where members receive mental health services. All provider sites will provide the grievance forms as either a self addressed form or with self-addressed envelopes for mailing, by the beneficiary. Each provider shall have a grievance/suggestion box accessible to members. Notices of grievance and appeal procedures, including the right to request a State Fair Hearing (i.e., the Problem Resolution poster), grievance and appeal forms, and grievance brochures shall be readily accessible and visibly posted in prominent locations in client and staff areas including client waiting areas, without a member having to make a request. Providers will be informed at time of contracting, and at regularly scheduled Quality Management trainings, of the problem resolution process and the above requirements and expectations.

**LANGUAGE ACCESSIBILITY:** The Mental Health Plan has identified threshold languages including English for the MHP service area. Providers have been informed of the threshold languages for their particular geographic location within the total service area. All providers are expected to have, at a minimum, the Problem Resolution Poster, Member Handbook, and the Grievance Brochures available and readily accessible in all threshold languages for their location. All providers are encouraged to recruit and employ staff with language capacity for the needed languages. At a minimum, every provider must have a means to access interpreter services when needed. This may be done through local specialty providers, the AT&T Language Line, or private contracts with professional interpreters. All points of access to the MHP, including the 24-hour after-hours line, shall also secure and use interpreter services as needed, with the goal of providing services that are customer friendly, culturally competent, and as seamless as possible. The QM Problem Resolution staff shall also use interpreter services as necessary for the problem resolution process.

**SPECIAL NEEDS ACCESSIBILITY:** All Points of access and all providers shall have familiarity with the California Relay Service, and the sign language interpreter services provided by the local office of NorCal in order to assist members with

hearing impairments. A few provider sites also have staff with Sign Language capability. Services for members with visual impairments shall be provided by orally reading relevant material to the member. For those members whose functional literacy may be insufficient for the reading level of the materials, provider staff shall also read the material orally to the member. The offer to do so shall be made in a sensitive and respectful manner.

## **ROLES AND RESPONSIBILITIES OF THE MENTAL HEALTH PLAN (MHP)**

1. The Mental Health Plan delegates to Quality Management (QM) the responsibility for monitoring member dissatisfaction change of provider requests, privacy issues and accomplishing the following objectives:
  - a. Insure that procedures are in place to inform consumers of the process for initiating a grievance or appeal.
  - b. Monitor actions to resolve grievances and appeals.
  - c. Review and track grievance and appeals on a regular basis to identify patterns, trends, and system issues affecting quality of care.
  - d. Report findings to the MHP Quality Improvement Committee on a regular basis.
  - e. Develop action plans to address identified quality of care issues.
- 2. The MHP shall identify a specific Quality Management employee to serve as the Problem Resolution staff. The Problem Resolution staff shall perform the following primary functions:***
  - a. Assist members to report privacy issues, request a change of provider, file a grievance or appeal, or to request a State Fair Hearing, when requested.
  - b. Explain the privacy issue or grievance/appeal process upon request and as pertinent when assisting a member.
  - c. Investigate, analyze, and resolve appeals and grievances received by Member Services, and serve as the initial reviewer at the first point of entry into the problem resolution process. If an appeal handled by the Problem Resolution staff is again submitted at a higher level, the Problem Resolution staff shall refer the matter to a QM Program Coordinator in order to promote unbiased review.
  - d. Investigate/report to the appropriate provider agency or MHP privacy officer, to the extent possible, any anonymous reports of alleged HIPAA violations.
  - e. Mediate disputes and resolve problems at the lowest level whenever possible.
  - f. Work with members, identified representatives, providers, contract monitors, and the Patient Rights and Consumer/Child and Family Advocates as applicable to mediate satisfactory resolutions whenever possible.
  - g. Provide information to the member on the status of his/her appeal or grievance.
  - h. Provide written notification of the resolution decision to all affected parties.
3. The Problem Resolution staff shall maintain a Grievance/Appeal Log documenting privacy issues, grievances, appeals, change of provider requests, and requests for a State Fair Hearing submitted to Member Services. All appeals and grievances concerning mental health services shall be recorded in the Grievance/Appeal Log *within one working day of the date of receipt*. The log entry shall include the following information:
  - a. The name of the member (beneficiary).
  - b. The date of receipt of the appeal or grievance.
  - c. The nature of the problem.
  - e. Upon final disposition, the date the decision is sent to the member, or the reason(s) there has been no final disposition.
4. The Problem Resolution staff shall acknowledge the receipt of each grievance or appeal in writing.

This standard is not required for the expedited appeals. If the expedited appeal is denied, the staff will give prompt oral notification and send written notification to the beneficiary within two calendar days.
5. The Problem Resolution Program Coordinator shall submit a report summarizing the number of grievances, appeals and State Fair hearings, the nature of the problems, and the outcomes to the MHP Quality Improvement Committee on a quarterly basis.
6. The Mental Health Plan shall develop and distribute Beneficiary Protection materials. These materials shall be available in all of the threshold languages identified for the Sacramento County service area.
7. Quality Management shall monitor the display and accessibility of problem resolution materials, including the required threshold languages, at the provider sites by means of the certification review process and by maintenance and review of provider order forms for additional materials; informal monitoring will occur whenever any Quality Management staff person has occasion to visit a provider site.
8. Quality Management shall offer regularly scheduled training to educate providers about the problem resolution process and the Mental Health Plan's requirements and expectations.

## **ROLES AND RESPONSIBILITIES OF THE PROVIDER**

1. All service providers shall be knowledgeable about the problem resolution process and be able to answer questions, assist members in understanding their rights, and assist members to file a grievance, appeal or State Fair hearing, as requested.
2. All service providers will designate a point of contact for problem resolution and notify the Problem Resolution Coordinator.
3. All service providers shall be knowledgeable regarding privacy issues as detailed in the Healthcare Insurance Accountability Act (HIPAA). Providers shall assist their members in understanding their rights, and assist members to file a grievance with the appropriate Privacy Officer and/or the U.S. Department of Health and Human Services, Office of Civil Rights.
4. All service providers will designate a Privacy Officer and advise the MHP Privacy Officer.
5. Providers will give each member a copy of the Member Handbook and Member Rights and Problem Resolution Brochure at Intake and upon request. This will be evidenced by the beneficiary signature on the Acknowledgment of Receipt form.
6. Providers shall have on display and readily available to members the problem resolution guide, privacy rights, appeal and grievance forms and change of provider request forms in the languages identified for their service area. Members shall not be required to make a verbal or written request for these materials. The problem resolution poster(s) shall be posted in a prominent and visible location that members can freely access such as the lobby or in waiting areas.
7. Providers shall provide a suggestion/grievance box in an area members can freely access such as the lobby or waiting area of the provider site.
8. Providers shall maintain a log book to track and resolve beneficiary issues presented to the agency. The log will contain the date the issue was presented, member's name, nature of the problem, and disposition. All issues shall be logged within one working day from the date of receipt of the complaint and shall be resolved within (30) calendar days.
9. Providers shall submit an annual summary report and analysis of the issues handled at the provider site, to the Quality Management Unit. The report will be due by September 1<sup>st</sup> of each year and reflect information from the previous fiscal year beginning July 1<sup>st</sup> and ending June 30th.
10. Providers shall respond promptly to the MHP Problem Resolution staff in the investigation and resolution of appeals, privacy issues, grievances, requests for change of provider, and State Fair Hearings.
11. The Problem Resolution staff is available for consultation to the provider upon request.

## **ROLES AND RESPONSIBILITIES OF MEMBERS**

1. Members must provide Medi-Cal eligibility information when requesting mental health services.
2. Members must have all pre-planned mental health services preauthorized by the MHP Access Teams.  
***3. The MHP encourages members to participate in their treatment planning, to evaluate the services received, and to offer suggestions to improve services.***
4. Members are entitled to the following rights:
  - a. Be treated with respect and with due consideration for his or her dignity and privacy.
  - b. Receive culturally sensitive services that meet member's language needs.
  - c. Use of an interpreter at no cost to the beneficiary.
  - d. Services provided in a safe environment.
  - e. Protection of personal health information.
  - f. Request and receive a copy of his or her medical records, and request that they be amended or corrected.
  - g. Participate in treatment planning and decisions regarding his or her mental health care, including the right to refuse treatment.
  - h. Receive information on available treatment (including medications) options and alternatives, presented in a manner appropriate to his or her condition and ability to understand.
  - i. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
  - j. Request a second opinion, a change or therapist/provider, and/or change in level of care.
  - k. Staff consideration of a problem or concern about services.
  - l. File a grievance or appeal regarding services.
  - m. File for a State Fair Hearing following an Action after the member has exhausted the MHP appeal process.

- n. Delegate a person to act for them during the appeal, grievance, or State Fair Hearing process.
- o. File an appeal, grievance, or request a State Fair Hearing without penalty of any kind.
- p. Have family members or advocates talk to the provider about the member's treatment, with the member's written permission.
- q. Receive written information on the MHP benefits, problem resolution process, provider lists and advance medical directive.

## GRIEVANCE PROCESS

### GRIEVANCE

It is the intent of the MHP that expressions of dissatisfaction about mental health services be resolved as quickly and simply as possible and agreeable to the member.

- 1. A Grievance can be filed verbally or in writing. The member can authorize a representative to act on his/her behalf. A consent to release information must be signed for the representative to receive confidential information.**
- 2. The Problem Resolution staff must log grievances within (1) one working day of the date of receipt of the grievance. Log must include at least; beneficiary name; date of grievance receipt; nature of the problem; final disposition of grievance including the date the decision is sent to the beneficiary, or documentation of the reason(s) that there has not been final disposition of the grievance.**
- 3. The Problem Resolution staff will send a written acknowledgment receipt of the grievance to the beneficiary.**
- 4. The Problem Resolution staff will provide a reasonable opportunity for the beneficiary to present evidence, and allegation of fact or law, in person as well as in writing.**
- 5. The Problem Resolution staff investigates and analyses the issue and develops a plan for resolution.**
- 6. A decision on a grievance shall be rendered within (60) sixty calendar days of the receipt of a grievance. The decision shall be in writing with copies forwarded to the Member and Service Provider(s). The timeframe may be extended up to 14 days under certain circumstances.**
- 7. The reason for the timeframe extension will be documented in the problem resolution case notes. The documentation must show that there is need for additional information and how the delay is in the member's interest. If the extension was not requested by the beneficiary a written notice will be sent to the beneficiary stating the reason for the delay.**

## **PRIVACY ISSUE**

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**It is the intent of the MHP that grievances concerning private health information will be processed with high priority and resolved at the lowest level possible and agreeable to the member.**

1. Member reports of privacy violations or concerns will be entitled to the same process and rights of the problem resolution process. (See Grievance Process)
2. Member report will be documented and sent to the Provider Agency Privacy Officer and notification will be sent to the MHP Deputy Privacy Officer.
3. Member will be given a written statement regarding the outcome of the grievance.
4. Member will be given information regarding the process to file a complaint with the appropriate HIPAA Privacy Officer and the US Department of Health and Human Service, Office of Civil Rights.

### **CHANGE OF PROVIDER REQUEST**

**There are two types of Change of Provider requests: (1) a request to change to a different staff member within the same provider agency or; (2) a request to receive services from a different provider agency**

1. **A member may request a Change of Provider, initially and at any time thereafter.**
2. **A request for a Change of Provider can be made verbally or in writing using the Change of Provider form.**
3. **The member may appoint a representative to act on his/her behalf.**
4. **Change of Provider requests shall be logged and resolved within (60) sixty calendar days.**
5. **The Problem Resolution staff shall review the request by interviewing the member and provider as to the circumstances prompting the request.**
6. **In resolving requests to Change Providers, the MHP shall consider the following factors:**
  - Availability of MHP resources.
  - Level of care requested.
  - Reason for the request.
  - Resources of the member (e.g., transportation).
  - Member's utilization of services/involvement at a site (e.g., working as a volunteer).
  - Available options within the provider site.
  - Whether the request involves a service option or activity available at the site requested but not at the current or geographic site.

## **ADVANCE DIRECTIVES**

**It is the intent of the MHP to provide information to the beneficiary regarding their right to have an Advance Medical Directive. (See Advance Medical Directive Policy and Procedure, QM P & P)**

1. **Beneficiary's expressed concerns regarding the advance directive requirements will be entitled to the same process and rights of the problem resolution process (see Grievance).**
2. **Beneficiary will not be subject to discrimination or will not interfere with the provision of their mental health care whether or not they have an executed Advance Medical Directive.**
3. **The Problem Resolution staff will inform beneficiaries that complaints concerning noncompliance with the advance directive requirements may be filed with the California Department of Health Services licensing and Certification by calling 1-800-236-9747 or by mail at P.O. Box 997413, Sacramento, Ca. 95899-1413.**

### **APPEAL PROCESS**

#### **STANDARD APPEALS**

1. A member may request a Standard Appeal orally or in writing. Oral appeals must be followed up with a written, signed Appeal. However, the date that the member submitted the oral Appeal is the filing date.
2. The member must file an Appeal within (90) ninety days of the date of the Action.

3. The Problem Resolution staff must log appeals within (1) one working day of the date of receipt of the appeal. Log must include at least; beneficiary name; date of appeal receipt; nature of the problem; final disposition of appeal including the date the decision is sent to the beneficiary, or documentation of the reason(s) that there has not been final disposition of the appeal.
4. The Problem Resolution staff will send a written acknowledgment receipt of the appeal to the beneficiary.
5. Beneficiaries may appoint a representative (family member, friend, support person, provider, staff) to act on their behalf. A consent to release information must be signed for the representative to receive confidential information.
6. The Problem Resolution staff at Member Services shall not have been involved in any previous level of review or decision-making; and, if the decision is clinical in nature (as defined), the staff must be a health care professional with the appropriate clinical expertise in treating the beneficiary's condition.
7. The Problem Resolution staff will provide a reasonable opportunity for the beneficiary to present evidence, and allegation of fact or law, in person as well as in writing.
8. The Problem Resolution Staff will notify the beneficiary and /or his/her representative that they have the right to examine the medical records considered during the appeals process.
9. The reason for an extension will be documented in the case notes. The documentation must show that there is need for additional information and how the delay is in the member's interest. If the extension was not requested by the beneficiary a written notice will be sent to the beneficiary stating the reason for the delay.
10. The standard appeal must be resolved within (45) forty-five calendar days of receipt of the appeal. The timeframe may be extended by up to (14) fourteen days in certain circumstances.
11. The Problem Resolution Staff must notify the beneficiary or the beneficiary's representative of the appeal resolution in writing. The notice must contain: The results of the appeal resolution process; the date that the appeal decision was made. If the appeal is not resolved wholly in favor of the beneficiary, the notice must also contain, the beneficiary's right to a state fair hearing and the procedure for filing for a State Fair Hearing. The beneficiary will continue to receive services and benefits while the hearing is pending.

### **EXPEDITED APPEALS**

An expedited appeal is used when using the standard resolution process could jeopardize the beneficiary's life, health, or ability to attain, maintain, or regain maximum function.

1. An expedited appeal may be presented orally or in writing to request a review of an Action.
2. Acknowledgment of receipt is not required for an expedited appeal unless it is denied by the Problem Resolution staff. If the expedited appeal is denied, every effort will be made to give prompt oral notification and follow up within (2) calendar days with a written notice. The appeal will then be transferred to the standard appeal timeframes.
3. The Problem Resolution staff must log appeals within (1) one working day of the date of receipt of the appeal. Log must include at least; beneficiary name; date of appeal receipt; nature of the problem; final disposition of appeal including the date the decision is sent to the beneficiary, or documentation of the reason(s) that there has not been final disposition of the appeal.
4. The Problem Resolution staff at Member Services shall not have been involved in any previous level of review or decision-making. If the decision is clinical in nature the staff must be a Licensed Practitioner of the Healing Arts (LPHA) with the appropriate clinical expertise in treating the beneficiary's condition.
  - a. A Program Coordinator, with expertise in the Children's System of Care, will review the request for an expedited appeal involving a child/adolescent. The decision to process the request or deny the expedited status will be forwarded to the problem resolution staff.
  - b. A Program Coordinator, with the expertise in the Adult System of Care, will review the request for an expedited appeal involving an adult. The decision to process the request or deny the expedited status will be forwarded to the problem resolution staff.

5. The Problem Resolution staff will provide a reasonable opportunity for the beneficiary to present evidence, and allegation of fact or law, in person and/or in writing. The staff will inform the beneficiary of the limited time available for the expedited resolution.
6. The Problem Resolution Staff will notify the beneficiary and /or his/her representative (with appropriate release of information) that they have the right to examine the beneficiaries medical records considered during the appeals process.
7. The Problem Resolution staff must resolve and notify affected parties orally and in writing of the decision no later than three (3) working days after the MHP receives the appeal. This timeframe may be extended up to fourteen (14) days in certain circumstances.
8. The Problem Resolution staff will document the reason for an extension of timeline, in the case notes. The documentation must show that there is need for additional information and how the delay is in the member's interest.
9. The Problem Resolution Staff must notify the beneficiary or the beneficiary's representative of the appeal resolution in writing. Reasonable efforts to provide the beneficiary with oral notice must also be made. The notice must contain: The results of the appeal resolution process; the date that the appeal decision was made; If the appeal is not resolved wholly in favor of the beneficiary, the notice must also contain: the beneficiary's right to a state fair hearing and the procedure for filing for a State Fair Hearing. The beneficiary will receive benefits while the hearing is pending.

#### STATE FAIR HEARING

1. A member may request a State Fair Hearing (SFH) following the receipt of an Action, if the member has exhausted the problem resolution process.
2. A request for a State Fair Hearing may be made in writing to the State Hearing Division, California Department of Social Services, P.O. Box 944243, Mail Station 19-37, Sacramento, CA 94244-2430, or by telephone to 1-800-952-8349.
3. The member must request continuation of mental health services within ten (10) days of the postmark date of the Notice of Action or before the effective date of the change, whichever is later in order for the services to continue at the same level while the hearing is pending.
4. The State Department of Mental Health shall notify the Problem Resolution staff when a member has made a request for a State Fair Hearing. The Problem Resolution staff shall log the request within one working day of receipt.
5. If Problem Resolution staff is successful in resolving the concern prior to the hearing date, the member can be requested to sign an **Unconditional Withdrawal** of the Request for a State Fair Hearing. If the withdrawal is conditional, a written agreement will be signed by the beneficiary and the County. The member has thirty (30) calendar days to rescind a **Conditional Withdrawal**. The Problem Resolution staff should verbally inform the County Administrative Hearing Officer of the withdrawal.
7. Prior to each hearing, Problem Resolution staff shall prepare a Statement of Position using the standard format required for the hearing. A copy of the Statement of Position is to be provided to the member and his/her authorized representative not less than two (2) working days prior to the scheduled date of the hearing. The SFH decision is final.

#### PROVIDER FEEDBACK

The MHP will not discriminate or penalize a provider for using the grievance or feedback processes.

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#### PROVIDER COMPLAINT

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When a provider of mental health services has an issue concerning the processing or payment of claims for services provided under the Mental Health Plan, the following procedures shall be followed:

1. The provider shall initiate an appeal by submitting a written statement identifying the claim(s) involved and specifically describing the disputed action or inaction regarding the claim(s). The statement should be submitted to the appropriate fiscal liaison and must be made within ninety (90) days of the action precipitating the issue statement.
2. The fiscal liaison shall acknowledge the written issue statement within fifteen (15) days of its receipt.



When a provider of mental health services has an issue regarding authorization of services, the provider is encouraged to contact the Adult Access Team Program Coordinator or the Child and Family Access Team Program Coordinator.

For all other matters, the provider is requested to approach the assigned Program Contract Monitor.

If a dispute cannot be resolved, the following additional actions may be pursued:

1. The provider may contact the Program Manager for the Adult System of Care or the Child and Family System of Care to request review and resolution of their issue.
2. If further action is needed, the provider may refer the dispute to the MHP Quality Management Problem Resolution staff. The Problem Resolution staff shall attempt to mediate a resolution that is satisfactory to all parties.

#### **PROVIDER GRIEVANCE**

In the event that a dispute cannot be resolved through the above listed processes, the provider can take the following steps:

1. Submit a Grievance in writing to the QM Problem Resolution staff. The Problem Resolution staff shall respond within thirty (30) calendar days.
2. In the event that a provider is dissatisfied with the resolution received from the Problem Resolution staff, or in lieu of that option, the provider may request that the formal appeal be presented to the QIC Grievance Committee for review. The provider shall be given written notification of the decision of the QIC Grievance Committee within ten (10) working days of the committee review.
3. If the provider is dissatisfied with the decision of the QIC Grievance Committee, the provider can invoke the appeal process as written in the contract with the Mental Health Plan.

#### **BENEFICIARY REIMBURSEMENT**

Medi-Cal beneficiaries may obtain prompt reimbursement for out-of-pocket expenses for Medi-Cal covered services received during periods of beneficiary Medi-Cal eligibility. These periods include:

1. The retroactive eligibility period (up to three (3) months prior to the month of application to the Medi-Cal Program);
2. The evaluation period (from the time of application to the Medi-Cal Program until eligibility is established); and
3. the post-approval period (the time period after eligibility is established).

#### **DEADLINE FOR FILING REIMBURSEMENT CLAIMS**

Valid beneficiary reimbursement claims for paid out-of-pocket expenses for Medi-Cal covered services for dates of service between June 27, 1997, and November 16, 2006, must be submitted by November 16, 2007. Beneficiary reimbursement claims for dates of service on or before November 16, 2006, that are submitted after November 16, 2007, will be denied by the the Beneficiary Service Center (BSC) (unless the beneficiary received their eligibility approval within ninety (90) days of November 16, 2007, and was eligible for the service on the date of service).

#### **HOW TO FILE A REIMBURSEMENT CLAIM**

A complete reimbursement claim consists of:

1. A completed claim form;
2. A completed State of California Standard 204 (Payee Data Record) form;
3. A copy of the Medi-Cal Benefits Identification Card;
4. Dated proof of payment(s) by the beneficiary or another person on behalf of the beneficiary, for the service(s) received (cancelled check, provider receipts, etc.) with an itemized list of services covered by the payment, and to whom the payment was made; and
5. Medical necessity documentation and declarations, when required.

Beneficiaries or their representatives are required to submit a completed beneficiary reimbursement claim packet to Electronic Data Systems (EDS) when requesting reimbursement for out-of-pocket medical expenses pursuant to the Court's orders. The BSC is responsible for responding to questions and ensuring the completeness of claims. Incomplete claims will be returned to the submitter for completion. Incomplete claims that are not resubmitted within thirty (30) days or that have been returned to the submitter for a third time, as well as claims that are determined to be invalid will be denied. A letter will be sent to the beneficiary with an explanation for the denial and notifying the beneficiary of the right to request a State Fair Hearing.

## MHP RESPONSIBILITY

The MHP is required process specialty mental health services beneficiary reimbursement claims with dates of service of July 1, 2006, and later. The MHP is required to:

1. Receive and log the reimbursement claim. The log must include, but is not limited to: the date that the claim was received, the claim issue number referenced on the bottom of the claim form, the name of the beneficiary, the date the claim was referred to the provider for payment, the date of provider payment or denial for payment, and if the provider refuses to pay, the MHP date of payment.
2. Validate that the beneficiary reimbursement claim belongs to the MHP, and that the claim is for a covered specialty mental health service. If the MHP identifies that the claim belongs to a different MHP, the MHP will return the claim to DMH at 1600 9<sup>th</sup> Street, Sacramento, CA 95814, room 100, and fax the claim to (916) 651-0493, Attn: Beneficiary Reimbursement Claim, with a brief explanation in writing within 10 days of receipt of the claim.
3. The MHP must determine if there is a previous payment through the Short Doyle/Medi-Cal (SD/MC) system. The MHP can contact DMH to assist in making this determination by calling (916) 654-5744 and requesting to speak with the beneficiary reimbursement claims staff in the Medi-Cal Mental Health Operations Unit.
4. If a previous payment through the SD/MC system exists, the MHP notifies the provider of a duplicate payment and instructs the provider to refund the beneficiary within 30 days. The provider is to notify the MHP in writing of the refund. The MHP then sends a letter to the beneficiary informing that the provider has sent payment, and submits a copy to DMH to verify the refund.

## CRITERIA FOR ESTABLISHING VALIDATED BENEFICIARY CLAIMS

Claims that meet all of the following criteria are considered valid

1. The beneficiary was eligible for Medi-Cal at the time the service(s) was(were) provided;
2. The service(s) provided was(were) a Medi-Cal covered service- i.e., a Medi-Cal benefit at the time the service(s) was(were) rendered;
3. The beneficiary was eligible to receive the service(s) at the time the service(s) was(were) rendered. Reimbursement to beneficiaries with restricted benefits will be available only for those specific restricted Medi-Cal benefits;
4. For those Medi-Cal services that would have required Medi-Cal authorization, the beneficiary has documentation from the medical or dental provider that shows medical necessity for the services(s);
5. the claimed cost(s) was(were) not required to meet co-payments, share of cost or other cost-sharing requirements;
6. The beneficiary was not previously reimbursed for the claimed service(s) by Medi-Cal/Denti-Cal, other Medi-Cal funded program, the healthcare provider or by the third party; or
7. The beneficiary did not have other health coverage at the time the service(s) was (were) rendered that would have been obligated to pay any portion of the Medi-Cal covered rate of the claimed cost(s).
8. For claims for Medi-Cal covered service(s) provided during the evaluation period, for date(s) of service on or after February 2, 2006, the service(s) must have been rendered by a provider who was an active Medi-Cal authorized provider.

## Invalid Beneficiary Reimbursement Claim

If the claim is determined to be invalid, the MHP will send a letter to the beneficiary denying the claim, and provide a copy to DMH to verify the denial.

## State Hearings

The MHP is responsible for preparation of a position paper for the State Hearing process. All letters and correspondence are to be printed on the MHP's letterhead. Technical assistance is available through County Operations at: <http://www.dmh.ca.gov/CountyOps/contact.asp>

## PROVIDER PROBLEM RESOLUTION

In the event of a disagreement between the MHP and the provider, the MHP will assure the Provider Problem Resolution Process as described in California Code of Regulations (CCR), title 9, Section 1850.305 and Section 1850.310 is followed.

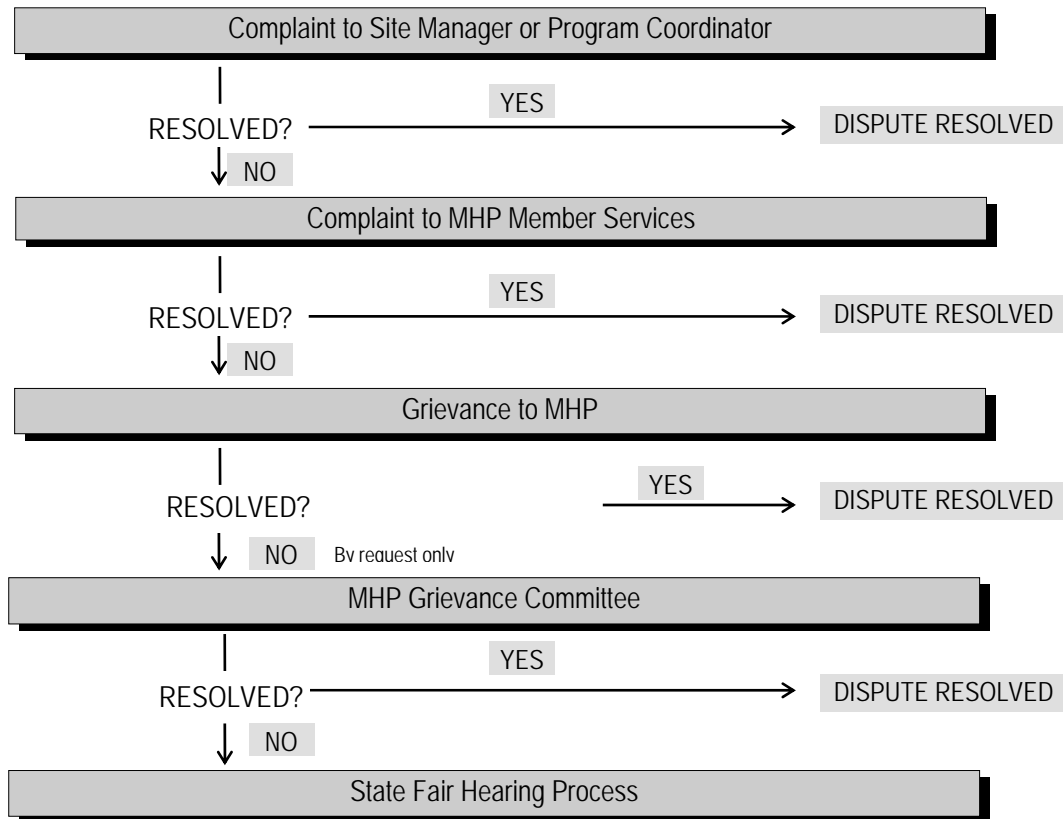
#### REIMBURSEMENT OF BENEFICIARY REIMBURSEMENT CLAIMS

The provider is required to reimburse the beneficiary within thirty (30) days of receipt of the beneficiaries claim. If the provider fails to reimburse the beneficiary, the MHP is responsible for reimbursing the beneficiary within thirty (30) days of the provider's refusal to do so. If both the provider and the MHP fail to reimburse the beneficiary, DMH will do so within twenty (20) days of the MHP's refusal to do so and will withhold the amount of that reimbursement from future payments to the MHP.

#### RECORD RETENTION

The MHP shall keep all beneficiary reimbursement claims, denied or approved, on file for three (3) years from the date of receipt.

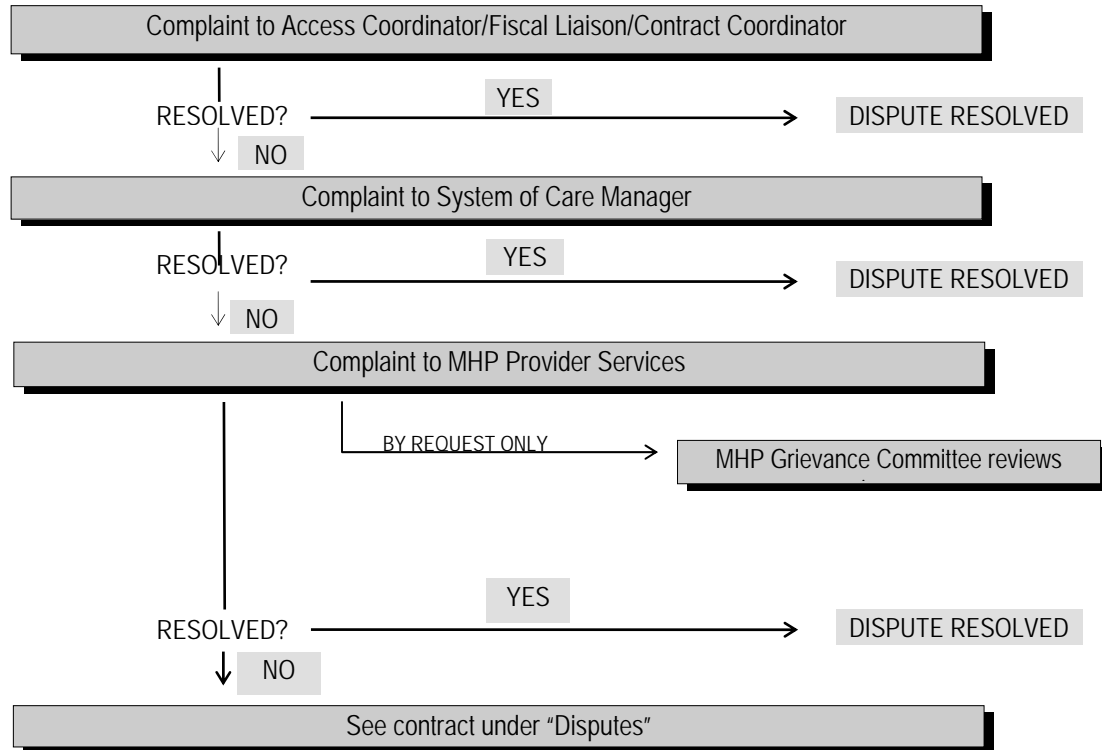
### Consumer Problem Resolution Process Flow chart



An advocate can be contacted by the Consumer for assistance at any time. The Consumer can authorize someone to act on his/her behalf.

The Consumer can request a State Fair Hearing and Formal Grievance at anytime during this Problem Resolution Process.

### Provider Problem Resolution Process Flowchart



## Sacramento County MediCal Managed Care Plan

Managed Care Plan	Member Services-Toll Free #	Comments
Blue Cross of California	1-800-407-4627 TTY/TTD 1-888-757-6034	Sacramento County Mental Health Plan provides Inpatient and Outpatient Mental Health Services.
HealthNet	1-800-675-0110 TTY/TTD 1-800-735-2929	Sacramento County Mental Health Plan provides Inpatient and Outpatient Mental Health Services.
Kaiser	1-800-464-4000 TTY/TTD 1-800-777-1370	Kaiser provides both Inpatient and Outpatient Mental Health Services.
Molina	1-888-665-4621 TTY/TTD 1-800-479-3310	Sacramento County Mental Health Plan provides Inpatient and Outpatient Mental Health Services.
Western Health Advantage	1-800-667-2103 (916) 734-7931 TTY/TTD 1-916-734-7428	Sacramento County Mental Health Plan provides Inpatient mental health services. UCD provides Outpatient Mental Health Services.

Effective: 8-01-2007

## APPENDIX IV

### NOTICE OF ACTION (NOA)

#### **Definitions:**

**NOA – A** (Assessment) form is used when the MHP or its provider assesses a Medi-Cal beneficiary and determines that the beneficiary does not meet medical necessity criteria and no specialty mental health services will be provided.

**NOA – B** (Denial of Services) form is used when a provider requests payment authorization for a specialty mental health services and the MHP denies or modifies the provider's request and the beneficiary did not receive the service.

**NOA – C** (Post-Service Denials) form is used when a provider requests payment authorization for a specialty mental health service and the MHP denies or modifies the provider's request and the beneficiary already received the service. This form reads "this is not a bill" so that the beneficiary knows the s/he is not responsible for the cost of the service rendered but retrospectively denied or modified.

**NOA – D** (Delayed Grievance/Appeal Decision) form is used when the MHP does not provide the resolution of a grievance, appeal, or expedited appeal within the required timeframes.

**NOA – E** (Lack of Timely Services) is a form used when the MHP does not provide services in a timely manner according to their own standards for timely services.

# **APPENDIX VIII**

## **Sample Contract (Boilerplate) Adult and Child Sample — 2005-08**



**AGREEMENT**

THIS AGREEMENT is made and entered into as of this 1st day of July, 2007, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SHIRIN GHADERI, M.D., an individual, hereinafter referred to as "CONTRACTOR".

**RECITALS**

WHEREAS, Sacramento County Department of Health and Human Services provides mental health services to residents of Sacramento County, and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2007-0617 on May 22, 2007, authorizing the Department of Health and Human Services to enter into an agreement with CONTRACTOR to provide mental health services for children in Sacramento County, and

WHEREAS, the Director of the Department of Health and Human Services has signature authority by Sacramento County Code Section 2.61.100 (a) 1 of Chapter 2.61 of Title 2 to enter into Agreements; and

WHEREAS, CONTRACTOR, Inc. has appropriate training and expertise to provide mental health services for children residing in Sacramento County, and

WHEREAS, CONTRACTOR desires to provide mental health services to children residing in Sacramento County, and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

**I. SCOPE OF SERVICES**

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2008.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

DIRECTOR  
Department of Health & Human Services  
7001-A East Parkway, Suite 1000  
Sacramento, CA 95823

TO CONTRACTOR

Shirin Ghaderi, M.D.  
3331 Power Inn Road, Suite 140  
Sacramento, CA 95826

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES AND PERMITS**

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

**VII. PERFORMANCE STANDARDS**

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

**VIII. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

**IX. STATUS OF CONTRACTOR**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.

- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

**X. CONTRACTOR IDENTIFICATION**

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number and whether dependent health insurance coverage is available to CONTRACTOR.

**XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

**XII. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

**XIII. CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**XIV. USE OF FUNDS**

It is understood and agreed that no funds provided by COUNTY pursuant to this Agreement shall be used by CONTRACTOR for any political activity or political contribution.

**XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.

C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**XVI. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

**XVII. INSURANCE**

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

**XVIII. INFORMATION TECHNOLOGY ASSURANCES**

CONTRACTOR warrants that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses and date related issues, and shall accurately process without error date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, the years 1999 and 2000, and leap year calculations. CONTRACTOR's indemnification obligations to COUNTY under this Agreement shall apply to claims, liability, loss, injury, or damage resulting from the failure of any such hardware, software, and/or embedded chip devices to perform in compliance with this standard. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

**XIX. WEB ACCESSIBILITY**

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY'S Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

**XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.

B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.

D. CONTRACTOR shall maintain for four years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

**XXI. LEGAL TRAINING INFORMATION**

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized.

**XXII. SUBCONTRACTS, ASSIGNMENT**

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

**XXIII. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

**XXIV. SUCCESSORS**

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

**XXV. TIME**

Time is of the essence of this Agreement.

**XXVI. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XXVII. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Health and Human Services, or his/her designee.

**XXVIII. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

**XXIX. TERMINATION**

- A. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof; 2) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

#### **XXX. REPORTS**

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

#### **XXXI. AUDITS AND RECORDS**

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense.

#### **XXXII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

#### **XXXIII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

#### **XXXIV. DEBARMENT OR SUSPENSION**

45 CFR Part 76.100 (Code of Federal Regulations), which applies to any contract that receives Federal funding, provides that Federal funds may not be used if the contractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. If 45 CFR Part 76.100 applies to this Agreement, then CONTRACTOR shall execute the Certification Regarding Debarment And Suspension contained in Exhibit E attached hereto and incorporated by reference herein, and shall comply with its provisions.

**XXXV. ADDITIONAL PROVISIONS**

The additional provisions contained in Exhibits A, B, C, D, and E attached hereto, are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the   SHIRIN GHADERI, M.D.**  
**State of California**

By \_\_\_\_\_  
Lynn Frank, Director, Department of Health and Human  
Services. Approval delegated pursuant to Sacramento County  
Code Section 2.61.012(h).

By \_\_\_\_\_  
Shirin Ghaderi, M.D.

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

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

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CONTRACT AND CONTRACTOR TAX STATUS  
REVIEWED AND APPROVED BY COUNTY COUNSEL

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



**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
SHIRIN GHAHERI, M.D.,  
hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES**

**I. SERVICE LOCATION(S)**

**Facility Name(s):** Children & Adolescent Psychiatric Services  
**Street Address:** 3331 Power Inn Road, Suite 140  
**City and Zip Code:** Sacramento, CA 95626

**II. SERVICE PERFORMANCE MONITOR**

**Name and Title:** Department of Health and Human Services Program Coordinator, currently Kathy Charles  
**Organization:** Child & Family Mental Health Services  
**Street Address:** 7001-A East Parkway  
**City and Zip Code:** Sacramento, CA 95823

**III. DESCRIPTION OF SERVICES**

CONTRACTOR shall provide approximately eight (8) hours of service per week, not to exceed 266 hours per year. CONTRACTOR shall provide psychiatric services to children and adolescent cases for Children's Mental Health Services, as follows:

- A. Provide psychiatric medical direction to the Child & Adolescent Psychiatric Services (CAPS) program and the Minor Emergency Response Team (MERT) program.
- B. Provide psychiatric assessment and treatment of children and adolescents as assigned by COUNTY.
- C. Provide prescription writing and monitoring of psychotropic medications for children and adolescents in the CAPS and MERT programs when clinically appropriate.
- D. Provide consultation with COUNTY regarding the development and implementation of the Assessment Client Plans (ACP) for children and adolescents in the CAPS and MERT programs.
- E. Provide consultation with CAPS Program Coordinator, and CAPS Psychologists to ensure continuity of psychiatric care of all children and adolescents assigned to the CAPS program.
- F. Other duties as mutually agreed upon between CONTRACTOR and COUNTY

**EXHIBIT B to Agreement**  
**between the COUNTY OF SACRAMENTO,**  
**hereinafter referred to as "COUNTY",**  
**and SHIRIN GHADERI, M.D.,**  
**hereinafter referred to as "CONTRACTOR"**

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

**I. VERIFICATION OF COVERAGE**

CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

**II. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- A. **General Liability:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. **Automobile Liability:** Insurance Services Office's Commercial Automobile Liability coverage form CA-0001.
  - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
  - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. **Workers' Compensation:** Statutory requirements of the State of California and Employer's Liability Insurance.
- D. **Professional Liability or Errors and Omissions Liability** insurance appropriate to the CONTRACTOR's profession.
- E. **Umbrella or Excess Liability** policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

### III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000	<b>WAIVED</b>
Products Comp/Op Aggregate:	\$2,000,000	<b>WAIVED</b>
Personal & Adv. Injury:	\$1,000,000	<b>WAIVED</b>
Each Occurrence:	\$1,000,000	<b>WAIVED</b>
Fire Damage:	\$ 100,000	<b>WAIVED</b>

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

- B. Automobile Liability: **WAIVED**

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. Workers' Compensation: Statutory. **N/A**

- D. Employer's Liability: \$1,000,000 per accident for bodily injury or disease. **N/A**

- E. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate. **WAIVED**

### IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

### V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

### VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

- A. All Policies:

1. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.

2. **Maintenance of Insurance Coverage:** The CONTRACTOR shall maintain all insurance coverages in place at all times and provide the COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall state that coverage shall not be canceled except after thirty (30) days' written notice for cancellation or notice for non-renewal has been given to the COUNTY. For non-payment of premium 10 days' prior written notice of cancellation is required.

**VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

- A. **Additional Insured Status:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no additional endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. **Civil Code Provision:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. **Primary Insurance:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- D. **Severability of Interest:** The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. **Subcontractors:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

**VIII. PROFESSIONAL LIABILITY**

Professional Liability Provision: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

**IX. WORKERS' COMPENSATION**

**Workers' Compensation Waiver of Subrogation:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR.

**X. PROPERTY**

- A. **Course of Construction (COC) Waiver of Subrogation:** Any Course of Construction (COC) policies maintained by the CONTRACTOR in performance of the Agreement shall contain the following provisions:
  1. The COUNTY shall be named as loss payee.
  2. The Insurer shall waive all rights of subrogation against the COUNTY.
- B. **Inland Marine Waiver of Subrogation:** Any Inland Marine insurance policies maintained by the CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.

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**XI. NOTIFICATION OF CLAIM**

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
SHIRIN GHAHERI, M.D.,  
hereinafter referred to as "CONTRACTOR"**

**BUDGET REQUIREMENTS**

**I. MAXIMUM PAYMENT TO CONTRACTOR**

A. The Maximum Total Payment Amount under this Agreement is: \$31,920.00

**II. MAXIMUM PAYMENT TO CONTRACTOR**

Number of Hours

266 Hours @ \$120.00/hour = \$31,920

**Total: = \$31,920.00**

**EXHIBIT D to Agreement**  
**between the COUNTY OF SACRAMENTO,**  
**hereinafter referred to as "COUNTY", and**  
**SHIRIN GHAHERI, M.D.,**  
**hereinafter referred to as "CONTRACTOR"**

**ADDITIONAL PROVISIONS**

**I. LAWS, STATUTES AND REGULATIONS**

- A. CONTRACTOR shall abide by all applicable State, Federal and County laws, statutes and regulations, including but not limited to the Bronzan-McCorquedale Act (Welfare and Institutions Code, Divisions 5, 6, and 9, Sections 5600 et seq., and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Mental Health Policy Letters, and Title 42 of the Code of Federal Regulations, Section 434.6 and 438.608, in carrying out the requirements of this Agreement.
- B. CONTRACTOR shall comply with all Policies and Procedures adopted by COUNTY to implement Federal/State laws and regulations.
- C. CONTRACTOR shall comply with the requirements mandated for culturally competent services to diverse populations as outlined in the Sacramento County Phase II Consolidation of Medi-Cal Specialty Mental Health Services—Cultural Competence Plan 1998, 2002, 2003. CONTRACTOR agrees to abide by the Assurance of Cultural Competence Compliance document, as provided by COUNTY, and shall comply with its provisions.

**II. CONFIDENTIALITY**

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 5330, 5610 and 10850 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
  - 1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.
  - 2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipients records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said State law is a misdemeanor.
- C. CONTRACTOR is subject to, and agrees to comply when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(42 USC §1320d) and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws and regulations.

**III. CLINICAL REVIEW AND PROGRAM EVALUATION**

- A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR's premises for the purpose of making periodic inspections. CONTRACTOR shall furnish DIRECTOR with such information as may be required to evaluate fiscal and clinical effectiveness of the services being rendered.
- B. DIRECTOR or his designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement, including authorization for admission, care, and discharge of all clients for whom reimbursement is required under this Agreement.

#### **IV. REPORTS**

- A. CONTRACTOR shall provide accurate and timely input of services provided in the Client Activity Tracking System (CATS), or any replacement system, in accordance with COUNTY'S Department of Health and Human Services' Division of Mental Health Provider Manual, so that COUNTY can generate a monthly report of the units of service performed.
- B. In the event that CONTRACTOR is required to file cost settlement reports or pre-payment reports with Federal, State and County agencies, copies of such reports shall be filed with COUNTY, together with a reconciliation of all such reports and amounts covered by this Agreement to CONTRACTOR's total costs and revenues.
- C. CONTRACTOR shall provide COUNTY with a fiscal year-end cost settlement report no later than sixty (60) days after the close of the fiscal year. Such report shall be in compliance with the Cost Reporting Data Collection Manual.
- D. Upon request of DIRECTOR, CONTRACTOR shall provide COUNTY with a mid-fiscal year cost settlement report prepared in the same manner as the report required by subparagraph C., above, but which shall be due no later than 30 days after the close of the mid-fiscal year.
- E. CONTRACTOR shall, without additional compensation therefore, make further fiscal, program evaluation and progress reports as may be reasonably required by DIRECTOR or by the State Department of Mental Health concerning CONTRACTOR's activities as they affect the contract duties and purpose herein. COUNTY shall explain procedures for reporting the required information.

#### **V. RECORDS AND AUDIT REQUIREMENTS**

- A. Patient Records: CONTRACTOR shall maintain adequate patient records on each individual patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable Federal, State and COUNTY record maintenance requirements.
- B. Service and Financial Records: CONTRACTOR shall maintain complete service and financial records which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The patient eligibility determination and the fees charged to and collected from patients shall also be reflected therein. Any apportionment of costs shall be made in accordance with generally accepted accounting principles.
- C. Review, Inspection, and Retention of Records: At reasonable times during normal business hours, the State department of Mental Health, COUNTY or DIRECTOR, the appropriate audit agency of any of them, and the designee of any of them shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. Upon expiration or termination of this Agreement all patient records shall be kept for a minimum of seven (7) years from the date of discharge and in the case of minors, for at least one (1) year after the minor patient's eighteenth (18<sup>th</sup>) birthday, but in no case less than seven (7) years from the date of discharge. Service and financial records shall be retained by CONTRACTOR for a minimum period of four (4) years or until audit findings are resolved, whichever is later.
- D. In the event that this Agreement is funded in whole or in part by State funds, the contracting parties shall be subject to examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

#### **VI. PATIENT FEES**

- A. The Uniform Method of Determining Ability to Pay prescribed by the State Director of Mental Health shall be applied when services to patients are involved.
- B. Charges for services to either patients or persons responsible shall approximate estimated actual cost.
- C. CONTRACTOR shall use the Uniform Billing and Collection Guidelines prescribed by the State Director of Mental Health (non-billing providers excluded).



**VII. BASIS FOR ADVANCE PAYMENT**

- A. This Agreement allows for advance payment when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR'S designee.
- B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR'S designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.
- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR'S designee may authorize annual advances of not more than ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR'S written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR'S designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year, beginning with the third month of the fiscal year.
- F. The COUNTY reserves the right to withhold the total advance amount from any invoice.
- G. These provisions apply unless specified otherwise in Exhibit C of this Agreement.

**VIII. PATIENTS RIGHTS/GRIEVANCES**

- A. CONTRACTOR shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 et seq., and California Code of Regulations Title 9, Section 860 et seq., Title XIX of the Social Security Act, and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant language of the community a list of the patient's rights.
- B. As a condition of reimbursement, CONTRACTOR shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.
- C. CONTRACTOR shall not discriminate against any beneficiary of services provided under this Agreement in any manner.
- D. CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipient notice of adverse determination and a hearing thereon to the extent required by law.

**IX. MANDATED REPORTING**

CONTRACTOR shall comply with the training requirements for identification and reporting of child abuse, adult, and dependent adult abuse as defined in Penal code Section 11165.7 and the Welfare and Institutions Code Section 15630-15632. All training shall be documented in an individual personnel file. CONTRACTOR shall establish procedures for paid and volunteer staff for reporting suspected child abuse cases.

**X. HEALTH AND SAFETY**

- A. CONTRACTOR shall maintain a safe facility.
- B. CONTRACTOR shall store and dispense medication in compliance with all applicable State, Federal, COUNTY and local laws, regulations and ordinances.

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**XI. USE OF MOTOR VEHICLES**

CONTRACTOR: Place initials next to the marked box only

- ☐ CONTRACTOR may not operate any motor vehicle on COUNTY business.
- ☐ CONTRACTOR may operate only COUNTY owned motor vehicles on COUNTY business. (Requires a valid driver's license and an acceptable driving record.)
- ☐ CONTRACTOR may operate insured motor vehicles on COUNTY business. (Requires automobile insurance as indicated in Exhibit B, of this Agreement, and a valid driver's license.)

**EXHIBIT E to Agreement**  
**between the COUNTY OF SACRAMENTO,**  
**hereinafter referred to as "COUNTY", and**  
**SHIRIN GHAHERI, M.D.,**  
**hereinafter referred to as "CONTRACTOR"**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

CONTRACTOR agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that Federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a 3-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any Federal Department or agency.

**SHIRIN GHAHERI, M.D.**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



CONTRACT ANALYST: Vivienne Valdez 916-875-1980**DHHS AGREEMENT SUMMARY**

CONTRACTOR's NAME: Turning Point Community Programs, Inc.

Subject of Agreement: \_\_\_\_\_

Contract Term: July 1, 2005 through June 30, 2008

Maximum Payment to Contractor through this Agreement: \$41,449,448.00

County Counsel Approval: \_\_\_\_\_ Date \_\_\_\_\_

Or

County Counsel Approval Not Required: \_\_\_\_\_ (Sacramento County Code Section)

Authorized by: 2005-0602 (Sacramento County Resolution Number or County Code Section)

☐ **Tax Waiver Granted** \_\_\_\_\_ ☐ **Tax Waiver Denied** \_\_\_\_\_

☒ **Standard Agreement** CA Agency Agreement ☐ **Non Standard Agreement** \_\_\_\_\_

☐ **Five or more employees letter on file** ☐ **Exhibit D** MH agcy

☐ **Risk Management has approved waiver to insurance requirements** ☐

☐ **Risk Management has approved indemnification modifications** ☐

This is a contract that must be reviewed and approved of County Counsel in accordance with Section 2.61.014 of the Sacramento County Code:

- ☐ 2.61.014 (a): Contract requires Board approval including but not limited to Section 71-J
- ☐ 2.61.014 (b): Contract approved in concept or otherwise authorized by Board **with the exception of those reviewed from the prior fiscal year.**
- ☐ 2.61.014 (c): Contract for services not previously provided by or to the department
- ☐ 2.61.014 (d): Contract does not utilize the standard format developed by County Counsel
- ☐ 2.61.014 (e): Contract with another governmental entity
- ☐ 2.61.014 (f): Contract involving an acquisition or grant of an interest in real property
- ☐ 2.61.014 (g): Contract requiring waiver of withholding
- ☐ 2.61.014 (h): Retroactive contracts

**FISCAL SUMMARY**

Fund Center: 7202900 G/L Account: 30312100 Order #: A29330 FY: 2005/2006

CONTRACTOR's Social Security Number or Federal Tax Identification Number: 94-2609766

**AGREEMENT**

THIS AGREEMENT is made and entered into as of this 1st day of July, 2005, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and TURNING POINT COMMUNITY PROGRAMS, INC., a non-profit California corporation, hereinafter referred to as "CONTRACTOR".

**RECITALS**

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2005-0602 on May 17, 2005 authorizing the Department of Health and Human Services to enter into an agreement with CONTRACTOR as a provider of adult outpatient mental health treatment services, and

WHEREAS, CONTRACTOR has appropriate staffing and facilities to provide mental health services for Adults residing in Sacramento County, and

WHEREAS, CONTRACTOR desires to provide mental health services to severely and persistently mentally ill adults residing in Sacramento County, and

WHEREAS, the authority to enter into such Agreement has been delegated to the Director of the Department of Health and Human Services pursuant to Sacramento County Code section 2.61.100 (a)1, and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

**I. SCOPE OF SERVICES**

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2008.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

**TO COUNTY**

DIRECTOR  
Department of Health & Human Services  
7001-A East Parkway, Suite 1000  
Sacramento, CA 95823

**TO CONTRACTOR**

Turning Point Community Programs, Inc.  
3440 Viking Drive, Suite 114  
Sacramento, CA 95827

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES AND PERMITS**

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

**VII. PERFORMANCE STANDARDS**

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

**VIII. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

**IX. STATUS OF CONTRACTOR**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.

- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

**X. CONTRACTOR IDENTIFICATION**

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number and whether dependent health insurance coverage is available to CONTRACTOR.

**XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

**XII. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

**XIII. CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**XIV. USE OF FUNDS**

It is understood and agreed that no funds provided by COUNTY pursuant to this Agreement shall be used by CONTRACTOR for any political activity or political contribution.

**XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.



D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**XVI. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

**XVII. INSURANCE**

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

**XVIII. INFORMATION TECHNOLOGY ASSURANCES**

CONTRACTOR warrants that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses and date related issues, and shall accurately process without error date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, the years 1999 and 2000, and leap year calculations. CONTRACTOR's indemnification obligations to COUNTY under this Agreement shall apply to claims, liability, loss, injury, or damage resulting from the failure of any such hardware, software, and/or embedded chip devices to perform in compliance with this standard. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

**XIX. WEB ACCESSIBILITY**

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY'S Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

**XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

**XXI. LEGAL TRAINING INFORMATION**

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized.

**XXII. SUBCONTRACTS, ASSIGNMENT**

A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

**XXIII. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

**XXIV. SUCCESSORS**

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

**XXV. TIME**

Time is of the essence of this Agreement.

**XXVI. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XXVII. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Health and Human Services, or his/her designee.

**XXVIII. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

**XXIX. TERMINATION**

A. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by

COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof; 2) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

### **XXX. REPORTS**

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

### **XXXI. AUDITS AND RECORDS**

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense.

### **XXXII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

### **XXXIII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

### **XXXIV. DEBARMENT OR SUSPENSION**

45 CFR Part 76.100 (Code of Federal Regulations), which applies to any contract that receives Federal funding, provides that Federal funds may not be used if the contractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. If 45 CFR Part 76.100 applies to this Agreement, then CONTRACTOR shall execute the Certification Regarding Debarment And Suspension contained in Exhibit F attached hereto and incorporated by reference herein, and shall comply with its provisions.

### **XXXV. CHARITABLE CHOICE 42 CFR PART 54**

CONTRACTOR certifies that if it identified as a faith-based religious organization, and receives direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT), the Projects for Assistance in Transition from Homelessness (PATH) formula grant program, Substance Abuse and Mental Health Services Administration (SAMSHA), or Temporary Assistance to Needy Families (TANF) discretionary grants that:

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;
2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution (42 CFR Part 54.3);
3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from Federal, State or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR Part 54.4);
4. CONTRACTOR shall not expend any Federal, State or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR Part 54.5);
5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42CFR Part 54.7);
6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR;
7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR Part 54.8); and,
8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR Part 54.8).

If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR Part 54.7 to the extent that 42 CFR Part 54.7 conflicts with 42 U.S.C. 2000e-1.

#### **XXXVI. ADDITIONAL PROVISIONS**

The additional provisions contained in Exhibits A, B, C, D, E, and F attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the State of California**      **TURNING POINT COMMUNITY PROGRAMS, INC.**

By \_\_\_\_\_  
James W. Hunt, Director, Department of Health and Human Services. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

By \_\_\_\_\_  
John Buck, Chief Executive Officer

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

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

#### **REVIEWED AND APPROVED BY COUNTY COUNSEL**

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

**EXHIBIT A to AGREEMENT**  
**between the COUNTY OF SACRAMENTO,**  
**hereinafter referred to as "COUNTY", and**  
**TURNING POINT COMMUNITY PROGRAMS, INC.,**  
**hereinafter referred to as "CONTRACTOR"**

**GENERAL PROVISIONS**

The General Provisions listed below will apply to Exhibits A-1 through A-5 of this Agreement.

**I. SERVICE STANDARDS**

The following service standards shall apply to the performance of all mental health services. In accordance with Welfare & Institutions Code Sections 5600.1 and 5600.2, CONTRACTOR shall:

- A. Provide mental health services that are rehabilitative in focus and increase clients' success in living in the community.
- B. Provide individualized strength and relationship based, culturally competent, effective quality mental health services directed toward recovery.
- C. Provide mental health services that decrease clients' utilization of mental health inpatient care, and incarceration.
- D. Provide mental health support services that assist clients in familial, social, vocational, and educational realms with increased self-reliance.
- E. Provide mental health services that support clients in their recovery from homelessness and help clients maintain housing in support of their health and safety.
- F. Provide an environment where the client can actively participate in the development of integrated/collaborative case planning.

**II. PROGRAM AND SERVICE REQUIREMENTS**

CONTRACTOR shall provide comprehensive specialized mental health services as defined in Welfare and Institutions Code Sections 4000 through 5000, and the California Code of Regulations Title 9, Chapter 11, as follows:

**A. Client Service Requirements**

CONTRACTOR shall provide but is not limited to the following mental health and mental health support services;

- 1. Intake: CONTRACTOR shall perform an intake process on each client referred to services. The intake process will include, but is not limited to, the Client Data Sheet, financial forms, UMDAP, and any additional forms required by the Division of Mental Health.
- 2. Assessment: CONTRACTOR shall complete the ACP and develop an individual plan for each client, based on individual client need and desired outcomes. The ACP shall be developed in collaboration with the client.
  - a. Each ACP shall be tailored toward improving the client's capacity for success at home and in the community.
  - b. Each ACP shall be comprehensive and shall address the priority life domains of the client.
- 3. Individual Rehabilitation: CONTRACTOR shall provide services that emphasize a social rehabilitation approach for the purpose of preventing decompensation and/or admission to higher levels of care in accordance with the clients' ACP.
- 4. Medication Evaluation and Monitoring: CONTRACTOR shall provide Medication assessment, administration, education and management based on the clients' current needs and in accordance with his/her ACP.
- 5. Crisis Intervention: CONTRACTOR shall provide Crisis Intervention services, which during regular business hours include, but are not limited to: telephone, walk-in services, as well as outreach services, and after hour's emergency referral to the Sacramento County Mental Health Treatment Center (MHTC) by telephone, answering machine or other electronic device.
- 6. Case Management: CONTRACTOR shall provide services that will access needed medical/dental, educational, social, pre-vocational, vocational, rehabilitative, or other needed community services for the client in accordance with the clients' ACP.
- 7. Referrals: CONTRACTOR shall provide referrals to appropriate agencies for peer support, employment, financial assistance, housing assistance, and supportive services in accordance with the clients' ACP.

8. Family Support: CONTRACTOR shall provide consultation, education, information and support services to families of clients.
9. Linkage: CONTRACTOR shall provide coordination and linkage with the MHTC for the purpose of decreasing inpatient length of stay and increasing community tenure for the client.
10. Payee Services: CONTRACTOR shall provide representative payee services to clients who require, or whose funding source determines, that representative payee services are required, and for whom another representative payee has not been secured.

**B. Administrative Requirements**

1. The service authorization period shall be determined, and pre-authorized in writing, in accordance with the Sacramento County Adult ACCESS Team policy and procedures.
2. CONTRACTOR shall take all necessary actions to ensure that CONTRACTOR's psychiatrists adhere to the Department of Health and Human Services' (DHHS) Mental Health Division 2004 Treatment Algorithms, or its successor, for new clients diagnosed with schizophrenia, bipolar disorders or major depression.
3. CONTRACTOR shall adhere to the guidelines, policies and procedures issued by County Quality Management including compliance with the DHHS Mental Health Division provider credentialing requirements.
  - a. CONTRACTOR shall complete all division chart documentation as defined in the Quality Management Policy and Procedure Manual.
  - b. CONTRACTOR shall participate in all COUNTY required Utilization Reviews.
  - c. CONTRACTOR shall conduct internal Utilization Review as outlined in Quality Management Policy.
  - d. CONTRACTOR shall comply with audit requests by the COUNTY.
4. CONTRACTOR shall use only those forms that have been pre-approved by Quality Management.
5. CONTRACTOR shall complete the Quality Management Annual Work Plan, the Annual Work Plan Goals, and the Annual Work Plan Goal report.
6. CONTRACTOR shall follow the client grievance process outlined in Sacramento County's Mental Health Plan. CONTRACTOR shall ensure the Grievance Brochure and Member Rights and Problem Resolution Guide is readily available for all clients. This information must be available in a culturally competent context in the threshold languages.
7. CONTRACTOR shall complete all Performance Outcomes as required by the Sacramento County Research and Evaluations Unit.
8. CONTRACTOR shall use the Uniform Method of Determining Ability to Pay (UMDAP), to determine the personal financial liability of all clients that are not Full Scope Medi-Cal eligible.
9. CONTRACTOR shall comply with the requirements imposed by statutes, regulations and rules governing certification, coverage and reimbursement by Medi-Cal.
  - a. CONTRACTOR shall confirm Medi-Cal eligibility monthly for all clients receiving services.
  - b. CONTRACTOR shall work with clients to facilitate the timely re-instatement of Medi-Cal eligibility for eligible clients who are discontinued.
10. CONTRACTOR shall perform Medi-Cal administrative activities to improve the availability, accessibility, coordination, and appropriate utilization of preventive and remedial health care resources to Medi-Cal eligible individuals and their families where appropriate. CONTRACTOR shall assure that:
  - a. All Title XIX of the Social Security Act (Medicaid/Medi-Cal) eligible clients are informed of the Medi-Cal program and how to access it.
  - b. Assistance is provided to clients in determining their eligibility for participation in California's Medi-Cal plan.
  - c. Early and appropriate interventions are available so that diagnosis and treatment can occur in a timely manner.
  - d. Eligible clients are made aware of and understand the benefits of preventive and remedial health care. This information must be available in a culturally competent context in their primary language.
  - e. Health-related services, as provided by the CONTRACTOR to the client, are sufficient in amount, duration, and scope to correct or ameliorate the condition for which the services were determined to be medically necessary.

**C. Service Locations**

CONTRACTOR shall provide mental health services in the clinic, home, or the community depending upon the ACP, and/or as indicated by clinical need. Documentation of the site and field based services shall be reflected in the client record.

**D. Staffing**

1. CONTRACTOR staffing composition shall include professionals, paraprofessionals and consumers, as detailed in Exhibit C Staffing Detail of this Agreement.
2. Mental health services provided by staff members, including psychiatrists, shall be delivered as determined in the ACP in settings that provide the greatest opportunity for the client's success in remaining in the community. Staff involvement shall be documented in the client progress notes.
3. CONTRACTOR shall meet all staffing requirements, including all disciplines necessary to provide the services listed in this Agreement, and will meet all licensure and certification requirements.
4. CONTRACTOR shall designate staff that will participate in training sessions and Division of Mental Health meetings, as determined and required by the Division of Mental Health. CONTRACTOR shall ensure designated staff attends eighty (80) percent of training sessions and Division of Mental Health meetings.

**E. Service Monitoring**

1. The SERVICE PERFORMANCE MONITOR shall monitor and provide oversight for this program as follows:
  - a. Conduct monthly Division of Mental Health/Regional Support Team meetings. At this meeting, CONTRACTOR shall provide reports regarding caseload status, caseload size, access to services, waiting periods, and overall no-show rate.
  - b. Review adverse incident reports and conferring with CONTRACTOR regarding these incidents.
  - c. Provide consultation regarding service delivery, client outcomes, and daily operations.
  - d. Serve as liaison between the CONTRACTOR and the Division of Mental Health.
  - e. Conduct site visits.
  - f. Review client satisfaction and performance outcome surveys.
  - g. Participate in the Mental Health Plan Problem Resolution process.
2. The Division of Mental Health Quality Management Unit will monitor and provide oversight for this program as follows:
  - a. Conduct monthly Utilization Review meetings for documentation (of client record) review.
  - b. Conduct monthly Medication Monitoring Review meetings.
  - c. Review CONTRACTOR'S Annual Work Plan for compliance.
3. Conduct Medi-Cal site certification site visits at CONTRACTOR site every 3 (three) years in accordance with the Mental Health Plan contract.

**EXHIBIT A-1 to AGREEMENT**  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
TURNING POINT COMMUNITY PROGRAMS, INC.,  
hereinafter referred to as "CONTRACTOR"

**SCOPE OF SERVICES FOR REGIONAL SUPPORT TEAM SERVICES**

**I. SERVICE LOCATION (S)**

**Facility Name(s):** Northgate Point Regional Support Team (RST)  
**Street Address:** 601 W. North Market Street  
**City and Zip Code:** Sacramento, CA 95834

**II. SERVICE PERFORMANCE MONITOR**

**Name and Title:** Program Coordinator (currently Margret Gerriets)  
**Organization:** Department of Health and Human Services, Mental Health Division  
**Street Address:** 7001-A East Parkway, Ste. 300  
**City and Zip Codes:** Sacramento, CA 95823

**III. DESCRIPTION OF SERVICES**

**A. Summary Description:**

CONTRACTOR shall provide comprehensive outpatient mental health services to individuals who meet target population criteria for adults with serious and persistent mental illness.

**IV. SERVICE REQUIREMENTS:**

**A. Service Eligibility Requirements:**

1. Admissions: CONTRACTOR shall provide mental health services to clients who:
  - a. Meet target population criteria for adults with serious and persistent mental illness as outlined in the Division of Mental Health Provider Manual.
  - b. Have established residence in Sacramento County.
  - c. Are referred by Sacramento County Adult ACCESS Team.
  - d. The length/duration of mental health services shall be determined by the individualized needs of each client, in accordance with his/her Assessment/Client Plan (ACP).
2. Discharges:
  - a. CONTRACTOR shall discharge clients in accordance with the Discharge Criteria as outlined in the Division of Mental Health Provider Manual.

**B. Client Service Requirements:**

CONTRACTOR shall provide, but is not limited to, the following mental health and mental health support services:

1. Group Session: CONTRACTOR shall provide various group sessions on such topics as, but not limited to: daily living skills, social skills, counseling of the client and family, medication and symptom management, or other sessions in accordance with the clients' ACP.
2. Rehabilitation services: CONTRACTOR shall provide rehabilitation services, life skills training, and SacPORT modules in accordance with minimum guidelines that shall be established by COUNTY with input from the CONTRACTOR and updated annually.
3. CONTRACTOR shall designate a minimum of one (1) staff to serve as an Older Adult Resource Specialist. The duties of the Older Adult Resource Specialist shall include, but are not limited to:
  - a. Participate in monthly Mental Health Board Older Adult Committee Meetings,
  - b. Participate in no less than two (2) annual older adult trainings, as determined and required by the Division of Mental Health.



C. Service Standards:

1. In accordance with the Sacramento County Mental Health Plan (MHP) CONTRACTOR shall ensure the availability of RST mental health services to 100% of all referred clients.
2. CONTRACTOR shall take all necessary action to ensure that a minimum of 90% of all clients referred have face to face contact with CONTRACTOR per 120 days.
3. CONTRACTOR shall ensure that that CONTRACTOR's psychiatrists see and evaluate all clients who receive psychotropic medications within the clinically appropriate time frame for each client, but not less than quarterly or three times per year if stable.
  - a. CONTRACTOR's psychiatrist or other staff (Personal Service Coordinator, Licensed Vocational Nurse, Licensed Psychiatric Technician, or Registered Nurse) shall see and evaluate all clients who receive psychotropic medications within 30 days of a significant medication change.
  - b. CONTRACTOR shall ensure that all clients receive an appointment for a medication evaluation, by the CONTRACTOR's psychiatrist, within 30 (thirty) days following discharge from the Mental Health Treatment Center (MHTC).
  - c. CONTRACTOR shall ensure continuity in medication support services for transfer clients.

D. Additional Provisions:

1. CONTRACTOR shall provide the ACCESS Team with a schedule for initial appointments that will ensure that clients have initial appointments scheduled within twenty (20) working days from the referral date.
2. CONTRACTOR shall take all necessary action to ensure that a minimum of ninety (90) percent of referred clients are scheduled to be seen within twenty (20) working days from the referral date.
3. CONTRACTOR shall monitor realignment fund expenditures for pharmacy costs as outlined in Exhibit C of this Agreement.
  - a. CONTRACTOR shall review monthly Primary Care Pharmacy Mental Health Billing Reports for accuracy.
  - b. CONTRACTOR shall adhere to the policies and procedures issued by COUNTY to resolve billing disputes.
4. CONTRACTOR shall administer the Compassionate Care Mental Health Free Prescription Drug Programs in accordance with COUNTY Compassionate Care policies and Procedures, including application paperwork.

V. OUTCOMES

- A. Outcome measures and service level requirements shall be derived from the Client Activity Tracking System (or its replacement system) on not less than a quarterly basis.
- B. Contractor shall produce the following outcomes:
  1. Contractor shall take all necessary action to ensure that a minimum of ninety (90) percent of clients shall be seen a minimum of one (1) time per hundred twenty (120) days.
  2. CONTRACTOR shall take all necessary action to ensure that a minimum of ninety (90) percent of referred unlinked clients are scheduled to be seen within twenty (20) working days from the referral date.

**EXHIBIT A-2 to AGREEMENT**  
**between the COUNTY OF SACRAMENTO,**  
**hereinafter referred to as "COUNTY", and**  
**TURNING POINT COMMUNITY PROGRAMS, INC.,**  
**hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES FOR INTEGRATED SERVICE AGENCY PROGRAM**

**I. SERVICE LOCATION (S)**

**Facility Name(s):** Turning Point Integrated Service Agency (ISA)  
**Street Address:** 4600 47<sup>th</sup> Avenue #111  
**City and Zip Code:** Sacramento, CA 95824

**II. SERVICE PERFORMANCE MONITOR**

**Name and Title:** Program Coordinator (currently Janet Gaborek)  
**Organization:** Division of Mental Health, Adult Program Team  
**Street Address:** 7001-A East Parkway, Ste. 300  
**City and Zip Codes:** Sacramento, CA 95823

**III. DESCRIPTION OF SERVICES**

**A. Summary Description:**

CONTRACTOR shall provide intensive, inclusive mental health rehabilitation services in unlocked settings. Services will be customized and brought to the client. Service approach is highly flexible. Services can include access to social, medical/dental, vocational, psychiatric, rehabilitative and coordination of any combination of these to support the member's independence in the community. The Integrated Service Agency (ISA) program model provides an entire range of mental health services to clients living in the community as an alternative to institutional care. Staff, including psychiatrists, is encouraged to provide services in the client's natural setting.

**IV. SERVICE REQUIREMENTS**

**A. Service Eligibility requirements:**

- 1 Admissions: CONTRACTOR shall provide mental health services to clients who:
  - a. Meet target population criteria for adults with serious and persistent mental illness as outlined in the Division of Mental Health Provider Manual's Policy and Procedure entitled "ISA Admissions."
  - b. Have established residence in Sacramento County.
  - c. Voluntarily agree to participate in ISA program services.
  - d. Have been authorized by the Division of Mental Health's Service Performance Monitor. CONTRACTOR retains right of refusal for admission of clients authorized as candidates for admission to the ISA.
- 2 Discharges:
  - a. Anticipated length of stay in the program is indeterminate. Client members may be discharged when they change their official county of residence or recover to the extent that ISA services are no longer required for stable community living. See Division of Mental Health Provider Manual's Policy and Procedure entitled "ISA Discharges."
  - b. The Division of Mental Health Service Performance Monitor in conjunction with the Contractor will make the final discharge determination.
  - c. The original group of ISA clients (Admitted prior to 7/1/04) may maintain their membership for as long as they desire.

**B. Client Service Requirements:**

CONTRACTOR shall provide, but is not limited to, a full array of mental health and social rehabilitation support services as follows:

1. 24-hour Crisis Intervention: around the clock response by phone or in person to members in crisis in order to support community tenure and avert acute hospitalization whenever safe for the member and the community.

2. Case Management: creation of a treatment plan to ameliorate the client member's disability, selection of and referral to services to accomplish this, and monitoring to assure the efficacy of the services.
3. Supportive Housing: member support in finding, securing and maintaining housing in specialized residential placements, shared or cooperative housing or family or independent living settings.
4. Rehabilitation Services: provision or coordination of SacPORT modules and other life skills training, peer group interaction, therapeutic community, and peer group social and recreational activities to serve as a basis for relearning community re-integration skills.
5. Coordination with Long-term care facilities: regular member contact when hospitalized for the purpose of maintaining relationships and decreasing institutionalization and protracted lengths of stay.
6. Entitlements Support: representative payee services for members whose funding source determines that level of need. Additional assistance with application and appeals for other financial entitlements, money management, budgeting and shopping skills training will be among the social rehabilitation supports provided to members.
7. Medications: prescription and monitoring of psychiatric medications to reduce the symptomology of mental illness and improve the client's level of functioning.
8. Medical/Dental: arranging for and coordination of medical and dental care as needed to insure the client's health.
9. Vocational: access pre-vocational and vocational services in order to support client's recovery.
10. Substance Abuse: provision of substance abuse services in order to support client's recovery.

**B Service Standards:**

1. CONTRACTOR shall maintain at least 200 but not more than 206 clients as ISA members.
2. CONTRACTOR shall accept a minimum of 95% of Service Performance Monitor's referrals.
3. 90% of clients shall have a face-to-face visit at least weekly.
4. Staff to client ratio shall never exceed 1:15.
5. 100% of clients will have an Assessment/Client Plan that will guide services.
6. 50% of clients will have a Wellness Recovery Action Plan. (WRAP plan).
7. At least 80% of staff's time at work will be with or directly on behalf of members.
8. CONTRACTOR shall assist with supportive housing for ISA members when necessary.
9. CONTRACTOR shall accept or deny admission within five calendar days of IPT authorization. If the client is accepted, service initiation shall begin within fourteen (14) calendar days.

**D. Additional Provisions:**

ISA program funds must be used to purchase all needed member services with the exception of inpatient mental health care at the State Hospital, Sacramento Mental Health Treatment Center (MHTC), Jail Psychiatric Services, or the Augmented Care and Treatment Program (ACT). For clients admitted prior to 7/1/04, the Division of Mental Health will also pay for IMD readmission care occurring within the first 365 days of ISA admission. For clients admitted on or subsequent to 7/1/04 (as part of the 40 out project), the Division of Mental Health will pay for IMD readmission care occurring within the first 6 months of ISA admission.

**V. OUTCOMES**

CONTRACTOR shall produce the following outcomes:

- A. Develop a community support system for members who have participated in the program for 1 year or longer.
- B. Limit members' use of inpatient care (both at the MHTC and Jail) to an average of 16 days per member per fiscal year.
- C. Limit members' use of locked IMD, SNF, or state hospital beds to 30 days per member per fiscal year.
- D. Provide an Alcohol/Drug (AOD) assessment to 100% of those members who state an AOD goal.

**EXHIBIT A-3 to AGREEMENT  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
TURNING POINT COMMUNITY PROGRAMS, INC.,  
hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES FOR CRISIS RESIDENTIAL SERVICES**

**I. SERVICE LOCATION (S)**

**Facility Name(s):** Turning Point Crisis Residential  
**Street Address:** 4801 34<sup>th</sup> Street  
**City and Zip Code:** Sacramento, CA 95820

**II. SERVICE PERFORMANCE MONITOR**

**Name and Title:** Program Coordinator (currently Margret Gerriets)  
**Organization:** Division of Mental Health, Adult Program Team  
**Street Address:** 7001-A East Parkway, Ste. 300  
**City and Zip Codes:** Sacramento, CA 95823

**III. DESCRIPTION OF SERVICES**

Summary Description: CONTRACTOR shall provide a thirty (30) day, 24-hour residential care program for a maximum of twelve (12) individuals experiencing an acute psychiatric episode who are voluntarily seeking an alternative to inpatient hospitalization.

**IV. SERVICE REQUIREMENTS:**

**A. Service Eligibility Requirements:**

1. Admissions: CONTRACTOR shall provide mental health services to clients who:
  - a. Are eighteen (18) to fifty-nine (59) years of age;
  - b. Have established residence in Sacramento County;
  - c. Are current in the Sacramento County CATS system (or its successor);
  - d. Are Medi-Cal eligible;
  - e. Have a minimum of three (3) days of sobriety.
2. Discharges:
  - a. The length/duration of mental health services shall not exceed 90 days per admission and shall be determined by the individualized needs of each client.

**B. Client Service Requirements:**

1. Contractor shall provide, but is not limited to, the following mental health and mental health support services:
  - a. 24-hour residential care for clients who need short term crisis intervention as a diversion from inpatient care;
  - b. Self-help/peer counseling services and other interventions that will enable clients to live in the least restrictive living situation possible after discharge.

**C. Service Standards:**

1. CONTRACTOR shall ensure that a minimum of 95% of clients served shall meet target population criteria for adults with serious and persistent mental illness.
2. CONTRACTOR shall insure that 90% of the clients served in Crisis Residential are referred or diverted from the Mental Health Treatment Center (MHTC).

**D. Additional Provisions:**

1. The program shall follow all applicable Community Care Licensing regulations and Title IX of the California Code of Regulations regarding staffing as outlined in Exhibit C Staffing Detail of this Agreement.

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**V. OUTCOMES**

A. CONTRACTOR shall provide the following outcomes:

1. The program shall promote the active hiring of consumer staff to advance the principle of peer support and have a staff composition of at least 25% current or former consumers.
2. CONTRACTOR shall maintain an average daily census of eleven (11) clients.

**EXHIBIT A-4 to AGREEMENT**  
**between the COUNTY OF SACRAMENTO,**  
**hereinafter referred to as "COUNTY", and**  
**TURNING POINT COMMUNITY PROGRAMS, INC.,**  
**hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES FOR RIVER CITY COMMUNITY HOMELESS PROGRAM SERVICES**

**I. SERVICE LOCATION (S)**

**Facility Name(s):** Homeless Intervention Program (HIP)  
**Street Address:** 601 W. North Market Blvd., Suite 400  
**City and Zip Code:** Sacramento, CA 95834

**II. SERVICE PERFORMANCE MONITOR**

**Name and Title:** Program Coordinator (currently Frances Freitas)  
**Organization:** Division of Mental Health, Adult Program Team  
**Street Address:** 7001-A East Parkway, Ste. 300  
**City and Zip Codes:** Sacramento, CA 95823

**III. DESCRIPTION OF SERVICES**

**A. Summary Description:**

The program provides comprehensive, integrated, mental health, supported housing, and employment services to at least 150 adult homeless individuals at any given time. Eligible participants are supported in their recovery from homelessness, mental illnesses and/or the dual disorders of substance abuse and mental illness. The program is designed to develop the necessary skills and supports for the individual to be successful in residing in the community through individual assessment, service and goal planning. Housing subsidies are available to support the individual until financial stability is achieved.

**B. Service Eligibility Requirements:**

**1. Admission Criteria**

- a. Clients shall meet target population criteria for adults with serious and persistent mental illness, as defined by the Division of Mental Health; and
- b. Live within the geographical boundaries as set by COUNTY; and
- c. Have resided in Sacramento County for at least twelve (12) months before the date of entry into the program; and
- d. Self-report thirty (30) days of homelessness within the six (6) months of initial outreach contact. Homelessness is defined as being undomiciled, residing in a homeless shelter or jail or psychiatric hospitalizations with a pattern of homelessness. Priority consideration

**2. Discharge Criteria.** Anticipated length of stay is indeterminate. Members may be discharged if one or more of the following has occurred:

- a. The individual is completing self-supporting and no longer require intensive, moderate or any type of mental health support services.
- b. Client has not had contact with program staff for over 90 days and staff have documented several attempts, including multiple field visit to last known address, street outreach, and/or registered letters indicating attempts to engage in services prior to case closure.
- c. Client declines services and has formally asked in writing to be discharged from the program.
- d. Client has move out of the county.
- e. Does not meet target population criteria

**C. Client Service Requirements**

**1. CONTRACTOR shall provide, but is not limited to, the following mental health and mental health support services:**

- a. Intake: CONTRACTOR shall perform an intake process on each client referred to services. The intake process will include, but is not limited to, the Client Data Sheet, financial forms, and UMDAP. The intake shall include

a progress note referencing the client's history of homelessness and referral source.

- b. Assessment: CONTRACTOR shall complete the ACP and develop an individual Client Plan for each client, based on individual client need and desired outcomes. ACP shall be developed in collaboration with the client.
  - c. Evaluation: CONTRACTOR shall administer and complete Performance Outcomes documents in collaboration with the client.
  - d. Individual Rehabilitation: CONTRACTOR shall provide Individual Rehabilitation for the purpose of preventing decompensation and/or admission to higher levels of care in accordance with the clients' ACP.
  - e. Group Session: CONTRACTOR shall provide various group sessions on such topics as, but not limited to; daily living skills, social skills, counseling of the client and family, symptom management, and in accordance with the clients' ACP.
  - f. Medication Evaluation and Monitoring: CONTRACTOR shall provide Medication assessment, administration, education and management, and medication support groups based on the clients' current needs, and in accordance with his/her ACP.
  - g. Crisis Intervention: CONTRACTOR shall provide Crisis Intervention services, which during regular business hours include, but are not limited to, telephone, walk-in services, as well as outreach services, and after hour's emergency referral to the Sacramento County Mental Health Treatment Center (MHTC) by telephone answering machine or other electronic device.
  - h. Case Management: CONTRACTOR shall provide services that will access needed medical/dental, educational, social, prevocational, vocational, rehabilitative, or other needed community services for the client in accordance with the clients' ACP.
  - i. Referrals: CONTRACTOR shall provide referrals to appropriate agencies for employment, financial assistance, housing assistance, and supportive services in accordance with the clients' ACP.
  - j. CONTRACTOR shall provide representative payee services to clients who require, or whose funding source determines that a representative payee services are required, and for whom another representative payee has not been secured.
3. CONTRACTOR shall provide supportive housing services that shall include, but are not limited to, the following activities. These activities are aimed at assisting clients to obtain and retain housing.
- a. 24/7 crisis response to clients, landlords and neighbors.
  - b. Directly provide a housing subsidy to a client when indicated.
  - c. Assist the client in obtaining federal housing subsidies
  - d. Independent living skill training.
  - e. Providing a range of housing options that support client choice. Examples may include apartments; group living, clean and sober housing.
4. CONTRACTOR shall provide employment related services and activities that shall include, but not limited to, the following:
- a. Job development and job coaching with and for enrollees
  - b. The creation of employment opportunities on behalf of enrollees including the purchasing of businesses.
  - c. Educational and training opportunities for enrollees.

**D. Service Standards**

- 1. CONTRACTOR shall coordinate and collaborate regarding client treatment and discharge planning with the MHTC, other psychiatric inpatient facilities and Jail Psychiatric Services.
- 2. CONTRACTOR is to provide twenty-four hour, seven day per week response to program client needs.
- 3. CONTRACTOR shall provide extended programming and services outside the traditional Monday through Friday 8 am to 5 pm timeframe.
- 4. CONTRACTOR shall confer with the treatment staff of inpatient hospitalization providers within twenty-four (24) hours upon notification of client admission. CONTRACTOR shall respond to the MHTC, and/or crisis unit, within four (4) hours if notified between 8 am and 5 pm, Monday through Friday.

5. CONTRACTOR shall have face-to-face contact with each client a minimum of one (1) time per week unless there is a clinical team decision to either increase or decrease the frequency of contact. Such decision shall be documented in the client record.
6. The dedication of at least 2.0 FTE employment specialists in developing employment services and sustaining ongoing employment services
7. The dedication of at least 1.0 FTE Housing Coordinator to coordinate housing services.
8. CONTRACTOR is to ensure that all clients receiving psychotropic medications are seen by the psychiatrist at least monthly.
9. CONTRACTOR is to assure the availability of a psychiatrist at least twenty (20) hours per week.
10. CONTRACTOR is to employ a full-time nursing staff to coordinate and provide oversight for medical, dental and medication needs.
11. CONTRACTOR is to provide ongoing training on effective interventions for program clients to all service staff.
12. CONTRACTOR shall ensure working relationships with referral sources by establishing contacts and a problem resolution process with referring agencies.

**E. Additional Provisions**

1. CONTRACTOR shall comply with the following COUNTY reporting requirements:
  - a. At least 90% of all documents required by the COUNTY for clients are to be submitted within the established timelines.
  - b. At least 90% for all accuracy standard shall be maintained for all documents submitted.
2. CONTRACTOR shall assure compliance with MediCal documentation standards by insuring all service staff are to receive documentation training at time of hire and to attend refresher training regularly.
3. Provider shall have the authority to purchase facility (ies) for housing clients with funding provided by the allocation of allocation of AB 2034 funds.
4. Dis-enrolled participants shall have re-admission rights regardless of capacity.
5. CONTRACTOR shall verify in writing that monthly data submission is current and accurate.

**IV OUTCOMES**

- A. CONTRACTOR shall insure at least 20% of enrollees are in paid employment at any given time. Paid employment shall be in compliance as defined by the State Department of Mental Health AB2034 Adult System of Care standards.
- B. CONTRACTOR shall insure at least 5% of enrollees are in a training or educational program at any given time.
- C. CONTRACTOR shall insure at least 95% of enrollees are housed in non-shelters or motels at any given time.



**EXHIBIT A-5 to AGREEMENT**  
**between the COUNTY OF SACRAMENTO,**  
**hereinafter referred to as "COUNTY", and**  
**TURNING POINT COMMUNITY PROGRAMS, INC.,**  
**hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES FOR Transitional INTEGRATED SERVICE AGENCY PROGRAM (TISA)**

**I. SERVICE LOCATION (S)**

**Facility Name(s):** Turning Point Transitional Integrated Services Agency (TISA)  
**Street Address:** 4600 47<sup>th</sup> Avenue, Suite #300  
**City and Zip Code:** Sacramento, CA 95824

**II. SERVICE PERFORMANCE MONITOR**

**Name and Title:** Program Coordinator (currently Janet Gaborek)  
**Organization:** Division of Mental Health, Adult Program Team  
**Street Address:** 7001-A East Parkway, Ste. 300  
**City and Zip Codes:** Sacramento, CA 95823

**III. DESCRIPTION OF SERVICES**

**A. Summary Description:**

CONTRACTOR shall provide intensive, inclusive mental health rehabilitation services in unlocked settings. Services will be customized and brought to the client. Service approach is highly flexible. Services can include access to social, medical/dental, vocational, psychiatric, rehabilitative and coordination of any combination of these to support the member's independence in the community. The TISA model provides an entire range of mental health services to clients living in the community as an alternative to institutional care. Staff, including psychiatrists, is encouraged to provide services in the client's natural setting.

**IV. SERVICE REQUIREMENTS**

**A. Service Eligibility Requirements:**

1. Admissions: CONTRACTOR shall provide mental health services to clients who:
  - a. Meet target population criteria as outlined in the Division of Mental Health Provider Manual's Policy and Procedure entitled "TISA Admissions."
  - b. Have established residence in Sacramento County.
  - c. Voluntarily agree to participate in TISA program services.
  - d. Have been authorized by the Division of Mental Health's Service Program Monitor CONTRACTOR retains right of refusal for admission of clients authorized as candidates for admission to the TISA.
2. Discharges:
  - a. Anticipated length of stay in the program is 12-18 months.. Client members may be discharged when they change their official county of residence or recover to the extent that TISA services are no longer required for stable community living. See Division of Mental Health Provider Manual's Policy and Procedure entitled "TISA Discharges."
  - b. The Division of Mental Health Service Program Monitor in conjunction with the contractor will make the final discharge determination.

**B. Client Service Requirements:**

CONTRACTOR shall provide, but is not limited to, a full array of mental health and social rehabilitation support services as follows:

1. 24-hour Crisis Intervention: around the clock response by phone or in person to members in crisis in order to support community tenure and avert acute hospitalization whenever safe for the member and the community.
2. Case Management: creation of a treatment plan to ameliorate the client member's disability, selection of and referral to services to accomplish this, and monitoring to assure the efficacy of the services.

3. Supportive Housing: member support in finding, securing and maintaining housing in specialized residential placements, shared or cooperative housing or family or independent living settings.
4. Rehabilitation Services: provision or coordination of SacPORT modules and other life skills training, peer group interaction, therapeutic community, and peer group social and recreational activities to serve as a basis for relearning community re-integration skills.
5. Coordination with Long-Term Care facilities: regular member contact when hospitalized for short periods of time, for the purpose of maintaining relationships and decreasing institutionalization and protracted lengths of stay.
6. Entitlements Support: representative payee services for members whose funding source determines that level of need. Additional assistance with application and appeals for other financial entitlements, money management, budgeting and shopping skills training will be among the social rehabilitation supports provided to members.
7. Medications: prescription and monitoring of psychiatric medications to reduce the symptomology of mental illness and improve the client's level of functioning.
8. Medical/Dental: arranging for and coordination of medical and dental care as needed to insure the client's health.
9. Vocational: provision of pre-vocational and vocational services in order to support client's recovery.
10. Substance Abuse: provision of substance abuse services in order to support client's recovery.

C. Service Standards:

1. CONTRACTOR shall maintain at least 100 clients as TISA members.
2. CONTRACTOR shall accept a minimum of 95% of Service Performance Monitor's referrals.
3. 98% of clients shall have a face-to-face visit at least weekly.
4. Staff to client ratio shall never exceed 1:15.
5. 80% of clients will have a Wellness Recovery Action Plan that will guide services.
6. At least 80% of staff's time at work will be with or directly on behalf of members.
7. Provide or assist with finding supportive housing for a minimum of 25% of TISA members.
8. Accept or deny admission within five calendar days of Service Performance Monitor's authorization. If the client is accepted, service initiation shall begin within 14 calendar days.

D. Additional Provisions:

TISA program funds must be used to purchase all needed member services with the exception of inpatient mental health care at the state hospital, Sacramento Mental Health Treatment Center (MHTC), Jail Psychiatric Services, or the Augmented Care and Treatment Program.

V. OUTCOMES

CONTRACTOR shall produce the following outcomes:

- A. Develop a community support system for members who have participated in the program for 1 year or longer.
- B. Limit members use of inpatient care to an average of 16 days per member per fiscal year.
- C. Limit members' use of locked IMD, SNF, or state hospital beds to 30 days per member per fiscal year.

**EXHIBIT A-6 AMD-1 to AGREEMENT  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
TURNING POINT COMMUNITY PROGRAMS, INC.,  
hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES FOR RESIDENTIAL COUNSELING**

**I. SERVICE LOCATION (S)**

**Facility Name(s):** Turning Point Community Programs, Inc.,  
**Street Address:** 3440 Viking Drive, Suite 114  
**City and Zip Code:** Sacramento, CA 95827

**II. SERVICE PERFORMANCE MONITOR**

**Name and Title:** Program Coordinator (currently Stephen Davidson)  
**Organization:** Department of Health and Human Services, Mental Health Division  
**Street Address:** 7001-A East Parkway, Ste. 300  
**City and Zip Codes:** Sacramento, CA 95823

**III. DESCRIPTION OF SERVICES**

**A. Summary Description:**

The Residential Counseling Program is designed to assist clients in moving from a dependent living environment into independent living. This program provides 10 to 15 hours per week (not to exceed 20 hours per week) of support and training services, and peer-to-peer counseling, to meet the specialized needs of each client as specified in the client service plan.

**IV. SERVICE REQUIREMENTS**

**A. Service Eligibility Requirements.**

1. Admissions: CONTRACTOR shall provide support and training services, and peer-to-peer counseling, to clients who meet all of the following:
  - a. Are currently receiving mental health services at a Regional Support Team (RST), Integrated Service Agency (ISA), Veteran's Affairs (VA), or private provider; and
    - i. Are residents of Sacramento County, and;
    - ii. Meet Target Population criteria for adults with serious and persistent mental illness as defined by the Division of Mental Health, and;
    - iii. The client has requested admission into this program and is willing to accept program services, and;
    - iv. Is able to manage his/her own medications as prescribed by his/her physician.
2. Discharges: CONTRACTOR shall discharge clients from this program when they meet one or more of the following criteria:
  - a. The Client no longer wishes to participate in the program.
  - b. The Client is not willing to cooperate with the structure of the program.
  - c. The Client moves out of the facility.

**B. Client Service Requirements:**

1. CONTRACTOR shall meet the clients specialized and individualized needs as specified in the client service plan. Services may include, but shall not be limited to, the following:
  - a. Provide support and training services, and peer-to-peer counseling, to a minimum of three (3) unduplicated clients but no more than six (6) unduplicated clients per week.
  - b. Provide up to twenty hours of support and training services, and peer-to-peer counseling per week.
    - i. CONTRACTOR may utilize up to three consumer's (non-residents) as peer-to-peer counselor's
  - c. Support the client in the process of arranging transportation to meet his/her mental health and medical needs.

- d. Encourage the client to take responsibility for their own treatment by supporting their stated goals.
- e. Promote the client's independence by providing support and training with independent living skills (ie medication management, budgeting, shopping, leisure skills, adequate grooming, utilizing public transportation)
- f. Assist the client to learn social relationship skills. (i.e. communication with others and appropriate social behavior). Encourage client's to participate in community programs, and Residential Counseling program activities.

C. Service Standards:

- 1. CONTRACTOR shall insure that each client is receiving support and training services, and peer-to-peer counseling, based on the individualized needs of the client and in accordance with the client's service plan.
- 2. Staff providing services to clients eligible for the Residential Counseling Program shall have at least skills equivalent to a MHW II.
  - a. Peer counselors shall work in accordance with the Peer Counselor Work Schedule, as defined by CONTRACTOR.
  - b. CONTRACTOR may use any combination of staff hours and peer counselor hours provided that the Client Service Requirements as stated in IV. B. of this Agreement are provided.
    - i. CONTRACTOR shall provide at least 5 staff hours per week.
    - ii. Support and training services, and peer-to-peer counseling, should be provided 7 days a week and at hours that meet the needs of the client.
  - c. The total amount of services provided per client shall be determined by the individualized needs of the client, and shall be included as part of each clients service plan.

D. Administrative Requirements:

- 1. CONTRACTOR shall obtain a Memorandum of Understanding (MOU) with the residential facility. A copy of the MOU shall be given to COUNTY by September 30, 2005, and when Amended thereafter.
- 2. CONTRACTOR is encouraged to participate in COUNTY's training activities when offered.
- 3. The residential facility administrator shall collaborate with the client and CONTRACTOR in the development of the client service plan.
  - a. The client must agree with the client service plan within 30 days of admission to the program.

V. **OUTCOMES**

CONTRACTOR shall produce the following outcomes:

- A. 40% of clients shall achieve independent living 12 months from date of admission to the program.
- B. 75% of clients shall be able to demonstrate basic life skills with minimal or no support services within 8 months from the date of admission to the program.

**EXHIBIT A-7 to AGREEMENT**  
**between the COUNTY OF SACRAMENTO,**  
**hereinafter referred to as "COUNTY", and**  
**TURNING POINT COMMUNITY PROGRAMS, INC.,**  
**hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES FOR INTENSIVE SERVICE TEAM SERVICES**

**I. SERVICE LOCATION (S)**

**Facility Name(s):** Northgate Point Intensive Service Team (IST)  
**Street Address:** 601 W. North Market Street  
**City and Zip Code:** Sacramento, CA 95834

**II. SERVICE PERFORMANCE MONITOR**

**Name and Title:** Program Coordinator (currently Margret Gerriets)  
**Organization:** Department of Health and Human Services, Mental Health Division  
**Street Address:** 7001-A East Parkway, Ste. 300  
**City and Zip Codes:** Sacramento, CA 95823

**III. DESCRIPTION OF SERVICES**

- A. CONTRACTOR shall provide intensive outpatient mental health services to seventy-three (73) individual who meet target population criteria for adults with serious and persistent mental illness and require a level of structure and supervision beyond the scope of regular Regional Support Team (RST) services in order to maintain community tenure or to transitions to a lower level of care.

**IV. SERVICE REQUIREMENTS:**

A. Service Eligibility Requirements:

1. Admissions: CONTRACTOR shall provide mental health services to clients who:
  - a. Meet target population criteria for adults with serious and persistent mental illness.
  - b. Have established residence in Sacramento County.
  - c. Are referred by the Adult ACCESS Team in accordance with the IST Admit Criteria outlined in the Division of Mental Health Provider's Manual.
2. Discharges:
  - a. The length/duration of IST services shall be determined by the individualized needs of each client, and in accordance with his/her Assessment/Client Plan (ACP). Clients who meet the IST Discharge Criteria outlined in the Division of Mental Health Provider Manual who still require services, shall be referred to the Adult ACCESS Team to determine and authorize the most appropriate service level.
  - i. CONTRACTOR shall confer with SERVICE PERFORMANCE MONITOR to discuss a modification of this stipulation, on an individual basis, for any client who meets the discharge criteria and continues to receive IST services.
  - ii. CONTRACTOR shall make at least two (2) efforts per month for a period of three (3) months to locate or contact client if client's whereabouts are unknown. Efforts must include a minimum of one (1) field visit.

B. Client Service Requirements:

1. CONTRACTOR shall provide, but is not limited to, the following mental health and mental health support services:
  - a. Community Outreach: CONTRACTOR shall utilize assertive community outreach methods, which include delivering mental health services and support to the client in the community.

C. Service Standards:

1. CONTRACTOR shall contact each client by phone or face-to-face at least one (1) time per week. If the IST has clinically determined that the client has been stable for a period of at least two (2) weeks, and the need for intensive services has decreased, the IST may determine the appropriate frequency of contact based on the clinical and individualized needs of that client, but the frequency of contact shall not be less than one (1) time per month.

2. CONTRACTOR shall contact MHTC staff or other psychiatric inpatient providers within twenty-four (24) hours upon notification of client admission, or within four (4) hours if notified between 8:00 a.m. and 5:00 p.m., Monday through Friday, to coordinate services, collaborate with the facility in creating a treatment plan, maintain a treatment alliance with the client, and expedite discharge.
3. CONTRACTOR shall ensure that a psychiatrist sees all clients that are receiving psychotropic medications within the clinically appropriate time frame for each client but not less than quarterly or three times per year if stable.
  - a. CONTRACTOR's psychiatrist or other staff (Personal Service Coordinator, Licensed Vocational Nurse, Licensed Psychiatric Technician, or Registered Nurse) shall see all clients who receive psychotropic medications within 30 days of a significant medication change.
  - b. CONTRACTOR's psychiatrists shall follow the Sacramento County Mental Health Division 2004 Treatment Algorithms as outlined in the Division of Mental Health Provider Manual.

**V. OUTCOMES**

- A. CONTRACTOR shall produce the following outcomes:
  1. Utilization of inpatient services at MHTC shall be decreased by an average of twenty-five (25) percent for each client compared to the year before the client entered into the IST.
  2. Utilization of crisis services at MHTC shall be decreased by an average of twenty-five (25) percent for each client compared to the year before the client entered into the IST.
  2. Utilization of Jail Psychiatric Services mental health inpatient services shall be decreased by an average of twenty-five (25) percent for each client compared to the year before the client entered into the IST.

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY",  
and TURNING POINT COMMUNITY PROGRAMS, INC.,  
hereinafter referred to as "CONTRACTOR"**

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

**I. VERIFICATION OF COVERAGE**

CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

**II. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- A. **General Liability:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. **Automobile Liability:** Insurance Services Office's Commercial Automobile Liability coverage form CA-0001.
  - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
  - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. **Workers' Compensation:** Statutory requirements of the State of California and Employer's Liability Insurance.
- D. **Professional Liability** or Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
- E. **Umbrella** or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

## COUNTY OF SACRAMENTO

Program  
COST REIMBURSEMENT AGREEMENT NO. 7224-06/08-038

CONTRACT ANALYST: Kathy Willey 916-875-1984

**DHHS AGREEMENT SUMMARY**

CONTRACTOR's NAME: Terkensha Associates

Subject of Agreement: Mental Health Services for Children

Contract Term: July 1, 2005 through June 30, 2008

Maximum Payment to Contractor through this Agreement: \$12,546,693.00

County Counsel Approval: Michelle Bush Date June 3, 2005

Or

County Counsel Approval Not Required: (Sacramento County Code Section)

Authorized by: 2005-0602 (Sacramento County Resolution Number or County Code Section)

☐ Tax Waiver Granted☐ Tax Waiver Denied☒ Standard Agreement CA Agency Agreement☐ Non Standard Agreement☒ Five or more employees letter on file

Exhibit D MH agcy

Risk Management has approved waiver to insurance requirements

☐

Risk Management has approved indemnification modifications

☐

This is a contract that must be reviewed and approved of County Counsel in accordance with Section 2.61.014 of the Sacramento County Code:

- ☐ 2.61.014 (a): Contract requires Board approval including but not limited to Section 71-J
- ☒ 2.61.014 (b): Contract approved in concept or otherwise authorized by Board with the exception of those reviewed from the prior fiscal year.
- ☐ 2.61.014 (c): Contract for services not previously provided by or to the department
- ☐ 2.61.014 (d): Contract does not utilize the standard format developed by County Counsel
- ☐ 2.61.014 (e): Contract with another governmental entity
- ☐ 2.61.014 (f): Contract involving an acquisition or grant of an interest in real property
- ☐ 2.61.014 (g): Contract requiring waiver of withholding
- ☐ 2.61.014 (h): Retroactive contracts

**FISCAL SUMMARY**

Fund Center: 7202400 G/L Account: 30312100 Order #: A24260 FY: 2005/2006

CONTRACTOR's Social Security Number or Federal Tax Identification Number: 94-2638325



**AGREEMENT**

THIS AGREEMENT is made and entered into as of this 1st day of July, 2005, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and TERKENSHA ASSOCIATES, a non-profit California corporation, hereinafter referred to as "CONTRACTOR".

**RECITALS**

WHEREAS, Sacramento County Department of Health and Human Services provides mental health services to residents of Sacramento County, and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2005-0602 on May 17, 2005 authorizing the Department of Health and Human Services to enter into an agreement with CONTRACTOR to provide mental health services for children in Sacramento County, and

WHEREAS, the Director of the Department of Health and Human Services has signature authority by Sacramento County Code Section 2.61.100 (a) 1 of Chapter 2.61 of Title 2 to enter into Agreements; and

WHEREAS, CONTRACTOR has appropriate staffing and facilities to provide mental health services for children residing in Sacramento County, and

WHEREAS, CONTRACTOR desires to provide mental health services to children residing in Sacramento County, and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

**I. SCOPE OF SERVICES**

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2008.

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

**TO COUNTY**

DIRECTOR  
Department of Health & Human Services  
7001-A East Parkway, Suite 1000  
Sacramento, CA 95823

**TO CONTRACTOR**

Terkensha Associates  
811-D Grand Avenue  
Sacramento, CA 95838

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES AND PERMITS**

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

**VII. PERFORMANCE STANDARDS**

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

**VIII. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

**IX. STATUS OF CONTRACTOR**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.

- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

**X. CONTRACTOR IDENTIFICATION**

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number and whether dependent health insurance coverage is available to CONTRACTOR.

**XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

**XII. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

**XIII. CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**XIV. USE OF FUNDS**

It is understood and agreed that no funds provided by COUNTY pursuant to this Agreement shall be used by CONTRACTOR for any political activity or political contribution.

**XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**XVI. INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

**XVII. INSURANCE**

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

**XVIII. INFORMATION TECHNOLOGY ASSURANCES**

CONTRACTOR warrants that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses and date related issues, and shall accurately process without error date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, the years 1999 and 2000, and leap year calculations. CONTRACTOR's indemnification obligations to COUNTY under this Agreement shall apply to claims, liability, loss, injury, or damage resulting from the failure of any such hardware, software, and/or embedded chip devices to perform in compliance with this standard. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

**XIX. WEB ACCESSIBILITY**

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY'S Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

**XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

**XXI. LEGAL TRAINING INFORMATION**

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized.

**XXII. SUBCONTRACTS, ASSIGNMENT**

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

**XXIII. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

**XXIV. SUCCESSORS**

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

**XXV. TIME**

Time is of the essence of this Agreement.

**XXVI. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XXVII. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Health and Human Services, or his/her designee.

**XXVIII. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

**XXIX. TERMINATION**

- A. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by

COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof; 2) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

### **XXX. REPORTS**

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

### **XXXI. AUDITS AND RECORDS**

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense.

### **XXXII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

### **XXXIII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

### **XXXIV. DEBARMENT OR SUSPENSION**

45 CFR Part 76.100 (Code of Federal Regulations), which applies to any contract that receives Federal funding, provides that Federal funds may not be used if the contractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. If 45 CFR Part 76.100 applies to this Agreement, then CONTRACTOR shall execute the Certification Regarding Debarment And Suspension contained in Exhibit F attached hereto and incorporated by reference herein, and shall comply with its provisions.

### **XXXV. CHARITABLE CHOICE 42 CFR PART 54**

CONTRACTOR certifies that if it identified as a faith-based religious organization, and receives direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT), the Projects for Assistance in Transition from Homelessness (PATH) formula grant program, Substance Abuse and Mental Health Services Administration (SAMSHA), or Temporary Assistance to Needy Families (TANF) discretionary grants that:

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;
2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution (42 CFR Part 54.3);
3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from Federal, State or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR Part 54.4);
4. CONTRACTOR shall not expend any Federal, State or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR Part 54.5);
5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42 CFR Part 54.7);
6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR;
7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR Part 54.8); and,
8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR Part 54.8).

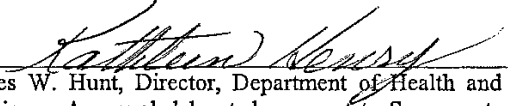
If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR Part 54.7 to the extent that 42 CFR Part 54.7 conflicts with 42 U.S.C. 2000e-1.

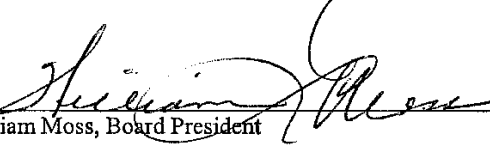
#### **XXXVI. ADDITIONAL PROVISIONS**

The additional provisions contained in Exhibits A, B, C, D, E, and F attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the State of California**      **TERKENSHA ASSOCIATES**

By   
James W. Hunt, Director, Department of Health and Human Services. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

By   
William Moss, Board President

Date: 7-11-05

Date: 06/28/05

#### **REVIEWED AND APPROVED BY COUNTY COUNSEL**

By:  Date: June 2, 2005

**EXHIBIT A TO AGREEMENT**  
**Between the COUNTY OF SACRAMENTO,**  
**Hereinafter referred to as COUNTY, and**  
**TERKENSHA ASSOCIATES**  
**Hereinafter referred to as CONTRACTOR**

**DESCRIPTION OF PROGRAM SERVICES**

**I. SERVICE LOCATION(S)**

**Facility Name(s):** Terkensha Grand (34861575)  
**Street Address:** 811 Grand Ave. Suite D  
**City and Zip Code:** Sacramento, 95838

**Facility Name(s):** Terkensha Auburn OP (34AK15DW)  
**Street Address:** 4320 Auburn Blvd. Suite 1200  
**City and Zip Code:** Sacramento, 95841

**Facility Name(s):** Terkensha Noralto Elem (348615IK)  
**Street Address:** 477 Las Palmas Avenue  
**City and Zip Code:** Sacramento, 95815

**Facility Name(s):** Terkensha FOCUS (348615AY)  
**Street Address:** 811 Grand Ave. Suite C  
**City and Zip Code:** Sacramento, 95838

**Facility Name(s):** Terkensha TOTS (34BW15HM)  
**Street Address:** 3401 Scotland Drive  
**City and Zip Code:** Antelope, 95843

**Facility Name(s):** Terkensha Aero Haven Elem (348615IM)  
**Street Address:** 5450 Georgia Drive  
**City and Zip Code:** North Highlands, 95660

**Facility Name(s):** Terkensha Oakdale Elem (348615IL)  
**Street Address:** 3708 Myrtle Avenue  
**City and Zip Code:** North Highlands, 95660

**II. SERVICE PERFORMANCE MONITOR**

**Name and Title:** Department of Health and Human Services Program Coordinator, currently Paul Merrill.  
**Organization:** Mental Health Division  
**Street Address:** 7001-A East Parkway, Suite 300  
**City and Zip Codes:** Sacramento, CA 95823

**III. PURPOSE**

To provide strength-based, culturally competent, flexible, effective quality mental health services to children and youth with serious emotional disturbance, and at-risk eligible children and youth, as defined by the Sacramento County, Division of Mental Health.

**IV. GENERAL PROGRAM AND SERVICE REQUIREMENTS**

- A. CONTRACTOR shall provide comprehensive specialized mental health services, as defined in the California Code of Regulations Title 9, Chapter 11, to children and youth who meet the criteria established in, and in accordance with, the Sacramento County Mental Health Plan (MHP).



- B. CONTRACTOR shall obtain written pre-authorization for all mental health services from the Child and Family ACCESS Team. Services rendered by CONTRACTOR without preauthorization from the Child and Family ACCESS Team shall not be reimbursed.
- C. CONTRACTOR shall adhere to guidelines in accordance with Policy and Procedures issued by the Child and Family ACCESS Team located in the COUNTY Division Provider Manual.
- D. CONTRACTOR shall not accept referral for a child/youth if he/she cannot be offered an appointment to be seen within ten (10) business days.
- E. CONTRACTOR shall notify the Child and Family ACCESS team in writing when the waiting time to see a Psychiatrist exceeds sixty (60) days.
- F. CONTRACTOR shall provide, both for existing clients and for new clients, an appointment with a Psychiatrist within thirty (30) days of a child/youth's discharge from an inpatient psychiatric hospital, juvenile justice institution or other 24-hour residential facility if the child/youth is taking psychotropic medication.
- G. CONTRACTOR shall assess 100% of referred non-Medi-Cal children/youth for target population eligibility as defined by the Sacramento County Mental Health Plan within five (5) working days following the initial appointment. CONTRACTOR shall inform the Sacramento County Child and Family ACCESS Team of any referrals determined to be ineligible for target population (non-Medi-Cal funded) services within 5 days of the assessment.
- H. CONTRACTOR shall screen 100% of referred children for EPSDT (Early Periodic Screening, Diagnosis and Treatment) Medi-Cal eligibility monthly for all children receiving services. The eligibility screening shall include verifying Sacramento County as the responsible County, and assessing for valid full scope aid codes.
  - 1. If the child/youth becomes ineligible for Medi-Cal, CONTRACTOR shall take the necessary steps to ensure the timely re-instatement of Medi-Cal eligibility. If the child/youth is ineligible for Medi-Cal, CONTRACTORS with Realignment funding shall promptly obtain re-authorization for services through the Child and Family ACCESS Team prior to rendering further services. For CONTRACTORS with zero Realignment funding the child/youth shall be referred to the ACCESS Team if they are not eligible for Healthy Families.
  - 2. If the child/youth is not Medi-Cal eligible, CONTRACTOR shall screen the child for Healthy Families eligibility and assist the child and family with the Healthy Families application and eligibility process.
- I. CONTRACTOR shall screen 100% of referred Healthy Families beneficiaries for Healthy Families eligibility upon receipt of referral and monthly thereafter. If the child/youth is not Healthy Families eligible, the CONTRACTOR shall promptly obtain re-authorization for services through the Child and Family ACCESS Team prior to rendering further services.
- J. CONTRACTOR shall use the Uniform Method of Determining Ability to Pay (UMDAP), established by the State Department of Mental Health to determine the personal financial liability of all children/youth.
  - 1. CONTRACTOR shall explain the financial obligations to the family/care-provider and child/youth at the time of the first visit.
  - 2. CONTRACTOR shall, if the family requests, complete a Request for UMDAP Fee Reduction/Waiver and submit to the COUNTY, for families with significant financial issues. CONTRACTOR shall notify the financially responsible party that they remain financially responsible until otherwise stated in writing from the COUNTY. Screening for Healthy Families eligibility and enrollment is required before an UMDAP Fee Reduction/Waiver would be considered.
- K. CONTRACTOR shall provide Chapter 26.5 (Government Code) services in accordance with Government Code Sections 7572.5, 7576, 7582, 7585, and 7586.

1. CONTRACTOR shall coordinate with Children's Case Management Services (CCMS), to include tracking Chapter 26.5 status and notification of all changes to the level of services for all Chapter 26.5 eligible children and youth.
  2. CONTRACTOR shall attend Individualized Education Program (IEP) Team Meetings.
  3. CONTRACTOR shall adhere to guidelines in accordance with the COUNTY Children's Case Management Services (CCMS) policies and procedures located in the COUNTY Division Provider Manual.
- L. CONTRACTOR shall give priority for services to children identified by the Sacramento County Child and Family ACCESS Team as needing immediate service (i.e. inpatient discharge, Chapter 26.5, Minor Emergency Response Team triage, family crisis, etc.).
  - M. CONTRACTOR shall provide coordinated care to identified children and families as defined in the Service Coordination Policy and Procedure located in the COUNTY Division Provider Manual.
  - N. CONTRACTOR shall collaborate with all parties involved with the child and family including but not limited to parents, schools, doctors, social services, Alta Regional, Alcohol and Drug Division, and Probation. CONTRACTOR shall provide referral and linkages as appropriate.
  - O. CONTRACTOR shall involve child/parents/caregivers/guardian in all treatment planning and decision-making regarding the child's services as documented in the child's Assessment Client Plan.
  - P. CONTRACTOR shall provide clinical supervision to all treatment staff in accordance with Quality Management Policy and Procedure located in the Provider Manual, and in accordance with the State Board of Behavioral Sciences.
  - Q. CONTRACTOR shall insure that all staff accompanying a child/youth into the community as a part of mental health service delivery will maintain ongoing supervision and care for the child/youth throughout the service event, to include receiving the child/youth from and returning the child/youth to an appropriate responsible adult. CONTRACTOR shall develop a policy and procedure for this requirement that includes the training and monitoring of staff regarding this matter. CONTRACTOR shall submit this policy and procedure to their County Program Coordinator by 9-30-05.
  - R. CONTRACTOR shall contact and coordinate with the hospital, or other involved agency (Juvenile Hall, Sacramento County Mental Health Treatment Center (SCMHTC), etc.), within a four (4) hour period during business hours every time the CONTRACTOR is notified the child/youth has been hospitalized, or temporarily removed from the home.
  - S. CONTRACTOR shall comply with the requirements mandated for the employment of a full time Family Advocate as outlined in COUNTY Policy and Procedure located in the COUNTY Division Provider Manual.
  - T. CONTRACTOR shall initiate planning and development activities during FY05/06 that will culminate in the employment of a Youth Advocate no later than June 30, 2007.
  - U. CONTRACTOR shall identify all transition age youth due to age out of Child and Family Mental Health Services into Adult Mental Health Services. CONTRACTOR is expected to initiate appropriate treatment referrals to the Adult Access Team, assure that mental health treatment linkages are in place and participate with the youth, Adult Mental Health staff and other stakeholders in creating a plan that assures a successful transition. Transition planning shall commence at least one year prior to the youth's eighteenth (18) birthday.
  - V. CONTRACTOR shall not make any changes in program descriptions, staffing patterns, program expansions, or any other components of the services to be provided under this Agreement without the prior written consent of COUNTY.
  - W. CONTRACTOR shall notify COUNTY of any/all changes in leadership staff within ten (10) days of change. Leadership staff includes but is not limited to, Executive Director, Clinical/Program Director, Family Advocate, Chief Fiscal Officer and Psychiatrist.

- X. CONTRACTOR shall complete and submit a Quarterly Report to their County Program Coordinator in accordance with COUNTY policy and procedure located in the COUNTY Division Provider Manual.
- Y. CONTRACTOR agrees that all materials created for public dissemination shall reflect the collaborative nature of all programs and/or projects. All Program Announcements, Brochures, and Press Releases shall reflect **Sacramento County Department of Health and Human Services, Division of Mental Health** as a collaborator in said program and/or project.
- Z. CONTRACTOR shall attend COUNTY sponsored Provider Meetings and other work groups as requested.
- AA. CONTRACTOR shall provide clients with a copy of the Sacramento County Mental Health Plan Grievance Brochure and Member Rights and Problem Resolution Guide. CONTRACTOR shall follow the client grievance process outlined in the above referenced document
- BB. CONTRACTOR shall complete all Performance Outcomes requirements in accordance with the State Department of Mental Health, and Sacramento County Division of Mental Health.
- CC. CONTRACTOR shall adhere to the guidelines in accordance with policies and procedures issued by COUNTY Quality Management including but not limited to:
  - 1. CONTRACTOR shall complete all division chart documentation as defined in the Quality Management Policy and Procedure Manual.
  - 2. CONTRACTOR shall participate in all COUNTY required Utilization Reviews.
  - 3. CONTRACTOR shall conduct internal Utilization Review as outlined in Quality Management Policy.
  - 4. CONTRACTOR shall comply with audit requests by the COUNTY.
  - 5. CONTRACTOR shall complete the Quality Management Annual Work Plan, the Annual Work Plan Goals, and the Annual Work Plan Goal report.
  - 6. CONTRACTOR shall provide EPSDT notification to all Medi-Cal beneficiaries as required by the State Department of Mental Health (DMH).
  - 7. CONTRACTOR shall provide Therapeutic Behavioral Services (TBS) notifications to all eligible members of the class as required by the State Department of Mental Health (DMH).
- DD. CONTRACTOR is prohibited from using any unconventional mental health treatments on children. Such unconventional mental health treatments include, but are not limited to: Rebirthing Therapy, Holding Therapy, Quiet Play Program, Strong Sitting Time Out, Isolation, Wrapping, EMDR, and EchoTherapy. Such unconventional treatments also include, but are not limited to, any treatments that violate the children's personal rights as provided in Title 22, Division 6, Chapter 1, Section 80072(3) of the California Code of Regulations. Use of any such treatments by CONTRACTOR or any therapist providing services for CONTRACTOR shall constitute a material breach of this Agreement and be grounds for immediate termination of the Agreement for cause pursuant to Section XXVIII.B.

**V. SERVICE REQUIREMENTS FOR OUTPATIENT PROGRAM**

- A. CONTRACTOR shall provide a full range of quality mental health outpatient services to the child/youth and families/care providers individually, and in various combinations, as indicated by clinical need and reflected in the Assessment Client Plan (ACP). Services shall be provided in accordance with the Sacramento County Mental Health Plan.
  - 1. Mental health services shall include, but are not limited to individual therapy, social rehabilitation, group therapy, case management, medication support, and crisis intervention services.
  - 2. CONTRACTOR shall accept referrals from the Child and Family ACCESS team for children and youth who require only medication support and case management.

3. Mental health services shall be provided to the individual child or youth, and may include family or significant support persons.
  4. Services shall be provided anywhere in the community including home, school, office or other sites. Place of service shall enhance delivery and access to service. CONTRACTOR hours shall be flexible to include weekends and evenings to accommodate the family/care provider.
  5. The length, type and duration of mental health services shall be defined in the Assessment Client Plan (ACP) or Reassessment and Reauthorization (R&R). Length of service will be based on clinical need as determined by the case carrying Clinician/Therapist/Service Coordinator in collaboration with the child/youth/family, but will not exceed the ACCESS Team authorization.
  6. The client shall be defined as the ACCESS authorized child/youth that is receiving mental health services from the CONTRACTOR. In cases where there is more than one (1) child/youth in the same family receiving mental health services, each child/youth is considered to be a separate client.
- B. CONTRACTOR shall provide referrals and/or facilitate linkage to community social services for needs such as housing, food, clothing, and transportation.
  - C. CONTRACTOR shall convene staffing of cases to include all involved parties including the child/youth and family prior to referring to the Interagency Management and Authorization Committee (IMAC).
  - D. CONTRACTOR shall conduct at least twenty-five percent (25%) of the Mental Health services delivered, as outlined in this Agreement in the home, school or community sites.
  - E. CONTRACTOR shall employ one (1) full time equivalent (FTE) Clinician/Therapist /Service Coordinator for every twenty-five (25) children. The Clinician/Therapist/Service Coordinator shall be defined as the individual staff member employed by the CONTRACTOR who has the primary responsibility of providing mental health services to the child/youth. The Clinician/Therapist/Service Coordinator shall be licensed as an LPHA, meet minimum requirements for an MHRS as defined in the Mental Health Plan, or be a graduate student in Psychology, Social Work or Counseling.
  - F. CONTRACTOR may employ one (1) full time equivalent (FTE) Program Service Counselor (PSC) for every one hundred (100) children/youth. The PSC shall be a Mental Health Assistant I or II with responsibilities as defined in the Mental Health Plan.
  - G. CONTRACTOR shall maintain client census based upon an average of 25 clients per full time equivalent (FTE) LPHA, MHRS, or Graduate Student. Total program census shall not exceed the slot capacity identified as part of this Agreement without written consent by the COUNTY Program Coordinator.
  - H. CONTRACTOR shall provide an average of 5-7 hours of service per child/youth per month.
  - I. CONTRACTOR shall demonstrate a staff productivity rate for all full-time treatment staff, except PSCs, of 72,000 units/year (~65%), where one unit of service equals one minute of service provided.
  - J. CONTRACTOR shall demonstrate a staff productivity rate for PSCs of 55,000 units/year (~50%) where one unit of service equals one minute of service provided.
  - K. CONTRACTOR shall transfer all medication only cases to the primary care physician when appropriate. Census will not include a child/youth that receives medication support services only.
  - L. CONTRACTOR shall incorporate all goals and objectives on the IEP related to the child/youth's mental health needs into the child/youth's ACP.

**M. Program Maximum Slot Capacity: Grand (34861575)**

**225**

- |    |                            |     |
|----|----------------------------|-----|
| 1. | Medi-Cal Slot Capacity:    | 214 |
| 2. | Realignment Slot Capacity: | 7   |
| 3. | 26.5 Slot Capacity:        | 4   |
- M. Program Maximum Slot Capacity: Auburn (34AK15DW) 125**
- |    |                            |     |
|----|----------------------------|-----|
| 1. | Medi-Cal Slot Capacity:    | 121 |
| 2. | Realignment Slot Capacity: | 2   |
| 3. | 26.5 Slot Capacity:        | 2   |
- N. CONTRACTOR shall not exceed a maximum of 1,296,000 units of mental health services per year based upon being fully staffed as identified in Exhibit C of this agreement without written approval from COUNTY Program Coordinator.
- O. The quantity of services under each funding category may be changed upon written notice from COUNTY.
- P. Failure to maintain 90% of slot capacity during the course of this Agreement may result in a reduction of slot capacity in subsequent Agreements.

**VI. SERVICE REQUIREMENTS FOR SCHOOL-BASED MENTAL HEALTH SERVICES.**

- A. CONTRACTOR shall provide a full range of quality mental health outpatient services to the child/youth and families/care providers individually, and in various combinations, as indicated by clinical need and reflected in the Assessment Client Plan (ACP). Services shall be provided in accordance with the Sacramento County Mental Health Plan.
1. Mental health services shall include, but are not limited to individual therapy, social rehabilitation, group therapy, case management, medication support, and crisis intervention services.
  2. Mental health services shall be provided to the individual child or youth, and may include family or significant support persons.
  3. Services shall be provided anywhere in the community including home, school, office or other sites. Place of service shall enhance delivery and access to service. CONTRACTOR hours shall be flexible to include weekends and evenings to accommodate the family/care provider.
  4. The length, type and duration of mental health services shall be defined in the Assessment Client Plan (ACP) or Reassessment and Reauthorization (R&R). Length of service will be based on clinical need as determined by the case carrying Clinician/Therapist/Service Coordinator in collaboration with the child/youth/family, but will not exceed the ACCESS Team authorization.
  5. The client shall be defined as the ACCESS authorized child/youth that is receiving mental health services from the CONTRACTOR. In cases where there is more than one (1) child/youth in the same family receiving mental health services, each child/youth is considered to be a separate client.
- B. CONTRACTOR shall provide referrals and/or facilitate linkage to community social services for needs such as housing, food, clothing, and transportation.
- C. CONTRACTOR shall comply with the requirements of "School Sited Mental Health/Healthy Start Expectations" (Revised February 8, 2001), or as in future revisions, located in the COUNTY Division of Mental Health Provider Manual.
- D. CONTRACTOR shall convene staffing of cases to include all involved parties including the child/youth and family prior to referring to IMAC.
- E. CONTRACTOR shall conduct at least seventy-five percent (75%) of the Mental Health services delivered, as outlined in this Agreement in the home, school or community sites.

- F. CONTRACTOR shall employ one (1) full time equivalent (FTE) Clinician/Therapist /Service Coordinator for every twenty-five (25) children/youth. The Clinician/Therapist/Service Coordinator shall be defined as the individual staff member employed by the CONTRACTOR who has the primary responsibility of providing mental health services to the child/youth. The Clinician/Therapist/Service Coordinator shall be licensed as an LPHA, meet minimum requirements for an MHRS as defined in the Mental Health Plan, or be a graduate student in Psychology, Social Work or Counseling.
- G. CONTRACTOR may employ three (3) full time equivalent (FTE) Program Service Counselors (PSC) for every one hundred (100) children/youth. The PSC shall be a Mental Health Assistant I or II with responsibilities as defined in the Mental Health Plan.
- H. CONTRACTOR shall maintain client census based upon an average of 25 clients per full time equivalent (FTE) LPHA, MHRS, or Graduate Student. Total program census shall not exceed the slot capacity identified as part of this Agreement without written consent by the COUNTY Program Coordinator.
- I. CONTRACTOR shall provide an average of 5-7 hours of service per child/youth per month.
- J. CONTRACTOR shall demonstrate a staff productivity rate for all full-time treatment staff, except PSCs, of 72,000 units/year (~65%), where one unit of service equals one minute of service provided.
- K. CONTRACTOR shall demonstrate a staff productivity rate for PSCs of 55,000 units/year (~50%) where one unit of service equals one minute of service provided.
- L. CONTRACTOR shall transfer all medication only cases to the primary care physician when appropriate.
- M. CONTRACTOR shall incorporate all goals and objectives on the IEP related to the child/youth's mental health needs into the child/youth's ACP.
- N. **Program Maximum Slot Capacity: TOTS/Spinelli (34BW15HM) 25**
1. Medi-Cal Slot Capacity: 24
  2. 26.5 Slot Capacity: 1
- O. **Program Maximum Slot Capacity: Noralto Elem (348615IK) 25**
1. Medi-Cal Slot Capacity: 24
  2. 26.5 Slot Capacity: 1
- P. **Program Maximum Slot Capacity: Oakdale Elem (348615IL) 13**
1. Medi-Cal Slot Capacity: 12
  2. 26.5 Slot Capacity: 1
- Q. **Program Maximum Slot Capacity: Aero Haven Elem (348615IM) 13**
1. Medi-Cal Slot Capacity: 12
  2. 26.5 Slot Capacity: 1
- R. CONTRACTOR shall not exceed a maximum of 250,275 units of mental health services per year based upon being fully staffed as identified in Exhibit C of this agreement without written approval from your Program Coordinator.
- S. The quantity of services under each funding category may be changed upon written notice from COUNTY.

- T. Failure to maintain 90% of slot capacity during the course of this Agreement may result in a reduction of slot capacity in subsequent Agreements.

**VII. SERVICE REQUIREMENTS FOR FAMILY OUTREACH, COMMUNITY SUPPORT (FOCUS)**

- A. CONTRACTOR shall provide a full range of mental health services to the child/youth and families/care providers individually, and in various combinations, as indicated by clinical need and reflected in the Assessment Client Plan (ACP). Services shall be provided in accordance with the Sacramento County Mental Health Plan.
1. Mental health services shall include, but are not limited to individual therapy, social rehabilitation, group therapy, case management, medication support, and crisis intervention services.
  2. Mental health services shall be provided to the individual child or youth, and may include family or significant support persons.
  3. Services are to be provided anywhere in the community including home, school, office or other sites. Place of service shall enhance delivery and access to service. CONTRACTOR hours shall be flexible to include weekends and evenings to accommodate the family/care provider.
  4. The length, type, and duration of mental health services shall be defined in the Assessment Client Plan (ACP) or Reassessment and Reauthorization (R&R). Length of service will be based on clinical need as determined by the case carrying Clinician/Therapist/Service Coordinator in collaboration with the child/youth/family, but will not exceed the ACCESS Team authorization.
  5. The client shall be defined as the ACCESS authorized child/youth that is receiving mental health services from the CONTRACTOR. In cases where there is more than one (1) child/youth in the same family receiving mental health services, each child/youth is considered to be a separate client.
- B. CONTRACTOR shall provide referrals and/or facilitate linkage to community social services for needs such as housing, food, clothing, and transportation.
- C. CONTRACTOR shall develop a Child and Family Team (CFT) that is comprised of family, friends, agency staff, and people who are involved with the child and family to support the family. The CFT shall determine service needs.
- D. CONTRACTOR shall follow all guidelines as outlined and approved through the Sacramento County Division of Mental Health WIT/Bridges (FOCUS) Clarification Committee located in the COUNTY Division Provider Manual.
- Example H6C* [ E. CONTRACTOR shall be available 24 hours per day 7 days per week including holidays to provide: 1) Immediate face to face response to a crisis call, 2) Meeting the child/family at MERT upon notification that the child is either there or in route, 3) Immediate support services to all family members, 4) Emergency Child and Family Team meeting to revise safety plans.
1. CONTRACTOR shall respond immediately by phone to a crisis call from the child/youth/family/MERT. CONTRACTOR shall facilitate a face-to-face contact with the child/youth/family within one hour of the crisis call in order to stabilize the crisis.
  2. CONTRACTOR office shall be open eight (8) hours on Saturdays. The hours of operation will be established according to community need. CONTRACTOR office shall be open Monday-Friday 8:00 AM-7:00 PM.
- F. CONTRACTOR shall have a Policy and Procedure to address after hours work and supervisor availability approved by Program Coordinator.
- G. CONTRACTOR shall convene staffing of cases prior to referring to the Interagency Management and Authorization Committee (IMAC).

- H. CONTRACTOR shall conduct approximately seventy-five (75) percent of the Mental Health services delivered, as outlined in this Agreement in the home, school or community sites.
- I. CONTRACTOR shall employ one (1) full time equivalent (FTE) Clinician/Therapist /Service Coordinator for every six (6) children/youth. The Clinician/Therapist/Service Coordinator (LPHA, MHRS, graduate student) shall be defined as the individual staff member employed by the CONTRACTOR who has the primary responsibility of providing mental health services to the child/youth.
- J. CONTRACTOR may employ one (1) full time equivalent (FTE) Program Service Counselor (PSC) for every (6) children/youth. The Program Service Counselor (PSC) shall be a Mental Health Assistant I or II with responsibilities as defined in the Quality Management Plan.
- K. CONTRACTOR shall maintain census based upon an average of 6 clients per full time equivalent (FTE) LPHA, MHRS, or Graduate Student. Total program census shall not exceed the slot capacity identified as part of this agreement without the written consent of COUNTY Program Coordinator.
- L. CONTRACTOR shall provide an average of 22-28 hours of service per child/youth per month.
- M. CONTRACTOR shall demonstrate a staff productivity rate for all full-time treatment staff, except PSCs, of 72,000 units/year (~65%), where one unit of service equals one minute of service provided.
- N. CONTRACTOR shall demonstrate a staff productivity rate for PSCs of 55,000 units/year (~50%) where one unit of service equals one minute of service provided.
- O. CONTRACTOR shall incorporate all goals and objectives on the IEP related to the child/youth's mental health needs into the child/youth's ACP.
- P. Maximum Slot Capacity for Cost Center (348615AY):
 

	48
1. Medi-Cal Slot Capacity	43
2. 26.5 Slot Capacity	4
3. Realignment Slot Capacity	1
- Q. CONTRACTOR shall not exceed a maximum of 1,381,800 units of mental health services per year based upon being fully staffed as identified in exhibit c of this agreement without written approval from your program coordinator.
- R. The quantity of services under each funding category may be changed upon written notice from COUNTY.
- S. Failure to maintain 90% of slot capacity during the course of this agreement may result in a reduction of slot capacity in subsequent agreements.

#### **VIII. SERVICE REQUIREMENTS FOR SAMHSA PROGRAM**

- A. CONTRACTOR shall provide Outreach, Consultation, Education and Information services as defined in the County of Sacramento SAMHSA Block Grant FY05/06 Application.
- B. COUNTY will provide to CONTRACTOR a copy of the FY05/06 SAMHSA Application once approved by the State of California Department of Mental Health.



**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY",  
and TERKENSHA ASSOCIATES,  
hereinafter referred to as "CONTRACTOR"**

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

**I. VERIFICATION OF COVERAGE**

CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

**II. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- A. **General Liability:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. **Automobile Liability:** Insurance Services Office's Commercial Automobile Liability coverage form CA-0001.
  - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
  - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. **Workers' Compensation:** Statutory requirements of the State of California and Employer's Liability Insurance.
- D. **Professional Liability or Errors and Omissions Liability** insurance appropriate to the CONTRACTOR's profession.
- E. **Umbrella or Excess Liability** policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

### **III. MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

- B. Automobile Liability:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. Workers' Compensation: Statutory.

- D. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

- E. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

### **IV. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

### **V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

### **VI. OTHER INSURANCE PROVISIONS**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

- A. All Policies:

1. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.

2. **Maintenance of Insurance Coverage:** The CONTRACTOR shall maintain all insurance coverages in place at all times and provide the COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the COUNTY. For non-payment of premium 10 days' prior written notice of cancellation is required.

## **VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

- A. **Additional Insured Status:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no additional endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. **Civil Code Provision:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. **Primary Insurance:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- D. **Severability of Interest:** The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. **Subcontractors:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

## **VIII. PROFESSIONAL LIABILITY**

**Professional Liability Provision:** Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

## **IX. WORKERS' COMPENSATION**

**Workers' Compensation Waiver of Subrogation:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR.

## **X. PROPERTY**

- A. **Course of Construction (COC) Waiver of Subrogation:** Any Course of Construction (COC) policies maintained by the CONTRACTOR in performance of the Agreement shall contain the following provisions:
  1. The COUNTY shall be named as loss payee.
  2. The Insurer shall waive all rights of subrogation against the COUNTY.
- B. **Inland Marine Waiver of Subrogation:** Any Inland Marine insurance policies maintained by the CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.

**XI. NOTIFICATION OF CLAIM**

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement**  
**between the COUNTY OF SACRAMENTO**  
**hereinafter referred to as "COUNTY,"**  
**and**  
**Terkensha Associates, Inc.**  
**hereinafter referred to as "CONTRACTOR"**

**BUDGET REQUIREMENTS**

**I. MAXIMUM PAYMENT TO CONTRACTOR**

- A. The Maximum Total Payment Amount under this Agreement is \$12,546,693.00.
1. The Maximum FY 05/06 (7-1-05 thru 6-30-06) Payment Amount under this Agreement is \$4,182,231.00.
  2. The Maximum FY 06/07 (7-1-06 thru 6-30-07) Payment Amount under this Agreement is \$4,182,231.00.
  3. The Maximum FY 07/08 (7-1-07 thru 6-30-08) Payment Amount under this Agreement is \$4,182,231.00.
  4. Any funding that is not used by CONTRACTOR in a given fiscal year shall not be used in any subsequent fiscal year.
  5. If CONTRACTOR exhausts the Maximum Total Payment Amount for any given fiscal year prior to June 30<sup>th</sup> of that fiscal year, CONTRACTOR shall not receive any further compensation for that fiscal year. CONTRACTOR shall continue to operate under the terms and conditions set forth in this Agreement.
- B. The Maximum unit rate paid to CONTRACTOR shall not exceed the Schedule of Maximum Allowance (SMA), except as provided in Section II. I. 4. of this Exhibit.

**II. COMPENSATION FOR SERVICES**

- A. In addition to Paragraph XX of this Agreement, COUNTY shall make payments on a monthly basis for services rendered during the preceding month upon the receipt of invoices for services submitted by CONTRACTOR in accordance with the Department of Health and Human Services publication, Division of Mental Health Provider Manual, and any revision to that publication. DIRECTOR may withhold a percentage of the final invoice until receipt by DIRECTOR of a complete and accurate cost report.
- B. For those units required to be reported in CATS (or its replacement system), COUNTY shall reimburse CONTRACTOR on a monthly basis in an amount equal to those units provided and reported in CATS (or its replacement system). Services that are not billed through CATS (or its replacement system) shall be reimbursed by COUNTY based on CONTRACTOR's provisional rate.
- C. CONTRACTOR shall, in calculating the net amount due from COUNTY, deduct from the gross billing the following: (1) all grants received, identifying the source of said grants; (2) amounts paid or payable to CONTRACTOR by patients or third parties. Failure to reflect such deductions shall be deemed a breach of this Agreement.
- D. It is understood that the validity of such monthly billings, in terms of their compliance with state regulations, is subject to the review of the State of California and that COUNTY will be making payments on said billings in advance of said review and approval by the State, and in advance of the reimbursement by the State to COUNTY for sums expended thereunder. In the event any claim is disapproved by the State, CONTRACTOR shall take all actions necessary to obtain such approval. In the event that COUNTY is not reimbursed by the State for any amount it has paid to CONTRACTOR hereunder, CONTRACTOR shall reimburse COUNTY in the amount of such overpayment within thirty (30) days, or at the sole discretion of DIRECTOR COUNTY may withhold such amounts from any payments due under this Agreement or any successor agreement.
- E. It is understood that any records of revenues or expenditures under this Agreement may be subject to compliance with federal or state regulations and may be audited by the appropriate federal, state or county agency. In the event of audit disallowance of any claimed cost which is subject to compliance with state or federal Regulations, COUNTY shall not be liable for any lost revenue resulting therefrom.
1. CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3)

years after final payment under Contract (Government Code, Section 8546.7).

- F. Any funds due and owing to COUNTY may be collected, at the sole discretion of DIRECTOR, by cash payment or by a credit on funds due to be paid to CONTRACTOR under the terms of this Agreement.
- G. If a post-agreement audit, conducted in accordance with generally accepted auditing standards, finds that the actual aggregate costs for services furnished pursuant to this Agreement are lower than the payments made by COUNTY, or if any payments made by COUNTY are not reimbursable in accordance with the terms of the Short-Doyle Act, or any regulations applicable to any funds administered through the Short-Doyle system, the difference shall be repaid by CONTRACTOR by cash payment or, at the sole discretion of DIRECTOR, as a credit on future billings. If such post-agreement audit finds that the actual costs of services furnished hereunder are higher than the payments made by COUNTY, then the difference shall be paid to CONTRACTOR, up to the maximum obligation of this Agreement and in accordance with the Annual Allocation Utilization Schedule Limitation of Payments. That portion of the actual costs that exceeds the provisional rates will not be paid unless documented by previously submitted reports of estimated operational cost increases.
- H. COUNTY shall determine Provisional Unit Rates not later than the 10<sup>th</sup> of July of each fiscal year.
  - 1. Provisional Unit Rates shall be based on the last cost settlement report completed by COUNTY.
  - 2. COUNTY shall provide Provisional Unit Rates in writing to CONTRACTOR not later than the 10<sup>th</sup> of July of each fiscal year.
  - 3. CONTRACTOR shall acknowledge these rates by submitting to COUNTY a signed copy of the Provisional Unit Rates to COUNTY by July 20<sup>th</sup> of each fiscal year.

### **III. USE OF FUNDS AND PAYMENT LIMITATION**

- A. CONTRACTOR shall use the funds provided by COUNTY exclusively for the purposes of performing the services described in Exhibit "A".
- B. This Exhibit C shall be the basis for and limitation of payments by COUNTY to CONTRACTOR for the services described in this Agreement. COUNTY shall pay to CONTRACTOR a sum not to exceed the lesser of:
  - 1. The amount shown on the "Total" line on the applicable annual Allocation Utilization Schedule below (the Total line amount may be modified only by the allowable footnoted changes indicated on the Allocation Utilization Schedule), or
  - 2. The actual net cost of services provided under this Agreement determined in accordance with the procedures and audit provisions set forth in Paragraph XX of this Agreement and Paragraph I of this Exhibit.
- C. The Budget as described below is subject to revision upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice of revision, CONTRACTOR shall adjust services accordingly. Said revisions shall constitute an amendment to this Agreement.
- D. Final settlement of COUNTY reimbursement to CONTRACTOR, based on CONTRACTOR's year-end cost report shall be submitted to the COUNTY no later than 60 days after the close of each fiscal year, shall not exceed any applicable maximum unit rate established by the State Departments of Mental Health or Health Services for the average costs per unit of service in the applicable Cost Reporting/Data Collection service functions.
  - 1. CONTRACTOR shall not enter billings units into CATS and/or its replacement after July 31<sup>st</sup> for the preceding fiscal year unless instructed to do so in writing by the COUNTY.
  - 2. CONTRACTOR shall submit audited Financial Statements prepared by a Certified Public Accountant to the COUNTY on an annual basis no later than 180 days after the close of each fiscal year.

### **IV. BASIS FOR ADVANCE**

If DIRECTOR finds that CONTRACTOR requires advance payment in order to perform the services required by this agreement and advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR may authorize a one-time advance in an amount not to exceed ten percent (10%) of the initial annual "Net Budget/Maximum Payment to CONTRACTOR" as indicated in this Exhibit C Section I (A)(1) at the time the advance is made. All advanced funds shall be offset against reimbursement claims submitted during the Agreement term, beginning with the third month of the term.

**V. BUDGET**

A. COUNTY shall use a Single Annual Budget for this Agreement.

1. The attached budget shall be in effect from July 1<sup>st</sup> to June 30<sup>th</sup> for each year of this Agreement.

2. The Maximum Payment Amounts stipulated in Section I of this Exhibit shall remain in force.

B. CONTRACTOR shall be paid in accordance with the Budget in accordance with the attached Annual Allocation Utilization Schedules.

C. The dollar amount payable under each funding category may be changed upon written notice from the COUNTY so long as payments do not exceed the Annual Maximum Total Payment Amount.

# STAFFING DETAIL

AGREEMENT NUMBER 7224-06/08-038  
 COST CENTER 34861575  
 BUDGET PERIOD: Current  
 DATE PREPARED: 6/6/2005  
 PROGRAM: EPSDT/Grand

(1) Staff by Occupational Title	(2) No. of FTEs	(3) No. of Months Salary Paid	(4) Annual -ized No. of FTEs	(5) Total salary paid for the contract period
<b>Treatment/Program</b>				
Program Lead - LCSW- LPHA	0.500	12	0.500	\$41,352
LCSW Clinicial - LPHA	1.000	12	1.000	\$74,357
LCSW Clinicial - LPHA	1.500	12	1.500	\$87,226
MSW -A Clinical - MHRS	1.500	12	1.500	\$75,919
Master Psych - MHRS	1.000	12	1.000	\$43,075
MSW Rehab - MHRS	1.000	12	1.000	\$50,074
MFT Rehab - MHRS	1.000	12	1.000	\$50,074
LIC PT LPHA (Intake)	0.500	12	0.500	\$29,075
Client Support (Outreach) PSC	1.000	12	1.000	\$32,306
BD Cert Psych LPHA	0.250	12	0.250	\$58,031
BD Elig Psych LPHA	0.400	12	0.400	\$67,197
MSW -A Clinical - MHRS	2.000	12	2.000	\$120,609
MSW-I (2nd Year) PSC	1.000	9	0.750	\$1,885
Sub-Total	12.650		12.400	\$731,180
<b>Administration</b>				
Executive Director MBA	0.400	12	0.400	\$45,100
FSO	0.425	12	0.425	\$10,664
Office Manager	0.425	12	0.425	\$17,190
Program Lead	0.500	12	0.500	\$43,176
Clerk	2.000	12	2.000	\$40,210
Program Consultant	0.400	12	0.400	\$18,819
Clinical Director LCSW-LPHA	0.400	12	0.400	\$37,749
Sub-Total	4.550		4.550	\$212,908
Total FTEs			16.950	
Total Salaries				\$944,088

EXHIBIT C, PAGE 4 OF 18



# STAFFING DETAIL

AGREEMENT NUMBER 7224-06/08-038  
 COST CENTER 34861575  
 BUDGET PERIOD: Current  
 DATE PREPARED: 6/6/2005  
 PROGRAM: EPSDT/Grand

(1) Staff by Occupational Title	(2) No. of FTEs	(3) No. of Months Salary Paid	(4) Annual -ized No. of FTEs	(5) Total salary paid for the contract period
<b>Treatment/Program</b>				
Program Lead - LCSW- LPHA	0.500	12	0.500	\$41,352
LCSW Clinicial - LPHA	1.000	12	1.000	\$74,357
LCSW Clinicial - LPHA	1.500	12	1.500	\$87,226
MSW -A Clinical - MHRS	1.500	12	1.500	\$75,919
Master Psych - MHRS	1.000	12	1.000	\$43,075
MSW Rehab - MHRS	1.000	12	1.000	\$50,074
MFT Rehab - MHRS	1.000	12	1.000	\$50,074
LIC PT LPHA (Intake)	0.500	12	0.500	\$29,075
Client Support (Outreach) PSC	1.000	12	1.000	\$32,306
BD Cert Psych LPHA	0.250	12	0.250	\$58,031
BD Elig Psych LPHA	0.400	12	0.400	\$67,197
MSW -A Clinical - MHRS	2.000	12	2.000	\$120,609
MSW-I (2nd Year) PSC	1.000	9	0.750	\$1,885
Sub-Total	12.650		12.400	\$731,180
<b>Administration</b>				
Executive Director MBA	0.400	12	0.400	\$45,100
FSO	0.425	12	0.425	\$10,664
Office Manager	0.425	12	0.425	\$17,190
Program Lead	0.500	12	0.500	\$43,176
Clerk	2.000	12	2.000	\$40,210
Program Consultant	0.400	12	0.400	\$18,819
Clinical Director LCSW-LPHA	0.400	12	0.400	\$37,749
Sub-Total	4.550		4.550	\$212,908
Total FTEs			16.950	
Total Salaries				\$944,088

EXHIBIT C, PAGE 4 OF 18

# **TOTAL COSTS AND UNITS OF SERVICE**

AGREEMENT NUMBER                      7224-06/08-038  
 COST CENTER                              34861575  
 PROGRAM:                                  EPSDT/Grand

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## **Total Expenditures**

Total Salaries	\$944,088.00
Total Benefits	\$227,587.00
Total Operating Costs	\$198,332.00
Total Other	
County Billing Charges *	
<b>GROSS COST</b>	<b>\$1,370,007.00</b>

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## **Funding Sources**

## **Slots**

SAMHSA	\$44,000.00	
Realignment	\$41,580.00	7
State Matching Funds	\$630,214.00	214
Federal Financial Participation	\$630,213.00	
26.5	\$24,000.00	4
<b>TOTAL</b>	<b>\$1,370,007.00</b>	<b>225</b>

# STAFFING DETAIL

AGREEMENT NUMBER 7224-06/08-038  
 COST CENTER 348615AY  
 BUDGET PERIOD: Current  
 DATE PREPARED: 6/6/2005  
 PROGRAM: Focus

(1) Staff by Occupational Title	(2) No. of FTEs	(3) No. of Months Salary Paid	(4) Annual -ized No. of FTEs	(5) Total salary paid for the contract period
<b>Treatment/Program</b>				
Program Lead - LCSW - LPHA	0.500	12	0.500	\$41,352
MSW -A Team Lead - MHRS	2.000	12	2.000	\$103,056
MSW -A Manager - MHRS	2.000	12	2.000	\$99,072
Rehab Spec. Mgr MHRS	4.000	12	4.000	\$142,146
Outreach Worker - MHA-1	7.000	12	7.000	\$248,756
MHRS - II	1.000	12	1.000	\$39,010
Med Spec PT LPHA	0.100	12	0.100	\$5,011
Bd Cert Psych LPHA	0.100	12	0.100	\$23,212
Outreach Worker	3.000	12	3.000	\$65,606
Sub-Total	19.700		19.700	\$767,221
<b>Administration</b>				
Executive Director MBA	0.300	12	0.300	\$33,825
FSO	0.300	12	0.300	\$7,528
Office Manager	0.400	12	0.400	\$16,179
Prog Lead	0.600	12	0.500	\$43,176
Clerk	1.000	12	1.000	\$20,105
Program Consultant	0.300	12	0.300	\$14,114
Parent Advocate	1.000	12	1.000	\$19,961
Clinical Director LCSW-LPHA	0.300	12	0.300	\$28,311
Sub-Total	4.200		4.100	\$183,199
Total FTEs			23.800	
Total Salaries				\$950,420

EXHIBIT C, PAGE 6 OF 18

# **TOTAL COSTS AND UNITS OF SERVICE**

AGREEMENT NUMBER      7224-06/08-038  
 COST CENTER            348615AY  
 PROGRAM:                Focus

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## **Total Expenditures**

Total Salaries	\$950,420.00
Total Benefits	\$310,859.00
Total Operating Costs	\$417,207.00
Total Other	
County Billing Charges *	
<b>GROSS COST</b>	<b>\$1,678,486.00</b>

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## **Funding Sources**

## **Slots**

Realignment	\$32,140.00	1
State Matching Funds	\$763,173.00	43
Federal Financial Participation	\$763,173.00	
26.5	\$120,000.00	4
<b>TOTAL</b>	<b>\$1,678,486.00</b>	<b>48</b>

### STAFFING DETAIL

AGREEMENT NUMBER	7224-06/08-038
COST CENTER	34AK15DW
BUDGET PERIOD:	Current
DATE PREPARED:	6/6/2005
PROGRAM:	Auburn OP

(1) Staff by Occupational Title	(2) No. of FTEs	(3) No. of Months Salary Paid	(4) Annual -ized No. of FTEs	(5) Total salary paid for the contract period
<b>Treatment/Program</b>				
Program Lead - LCSW - LPHA	0.750	12	0.750	\$63,603
LCSW Clinical - LPHA	0.500	12	0.500	\$37,179
MFT Clinical - LPHA	0.500	12	0.500	\$56,105
MSW -A Clinical - MHRS	1.000	12	1.000	\$50,613
MSW -A Clinical - MHRS	2.500	12	2.500	\$150,761
BD Cert Psych LPHA	0.100	12	0.100	\$23,212
<b>Sub-Total</b>	<b>5.350</b>		<b>5.350</b>	<b>\$381,473</b>
<b>Administration</b>				
Executive Director MBA	0.100	12	0.100	\$11,275
FSO	0.150	12	0.150	\$3,764
Office Manager	0.050	12	0.050	\$2,022
Prog Lead	0.250	12	0.250	\$21,588
Clerk	1.000	12	1.000	\$20,105
Program Consultant	0.100	12	0.100	\$4,705
Clinical Director LCSW-LPHA	0.100	12	0.100	\$9,437
<b>Sub-Total</b>	<b>1.750</b>		<b>1.750</b>	<b>\$72,896</b>
<b>Total FTEs</b>			<b>7.100</b>	
<b>Total Salaries</b>				<b>\$454,369</b>

EXHIBIT C, PAGE 8 OF 18

# **TOTAL COSTS AND UNITS OF SERVICE**

AGREEMENT NUMBER                      7224-06/08-038  
 COST CENTER                              34AK15DW  
 PROGRAM:                                  Auburn OP

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## **Total Expenditures**

Total Salaries	\$454,369.00
Total Benefits	\$79,838.00
Total Operating Costs	\$73,437.00
Total Other	
County Billing Charges *	
<b>GROSS COST</b>	<b>\$607,644.00</b>

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## **Funding Sources**

## **Slots**

Realignment	\$11,880.00	2
State Matching Funds	\$291,882.00	121
Federal Financial Participation	\$291,882.00	
26.5	\$12,000.00	2
<b>TOTAL</b>	<b>\$607,644.00</b>	<b>125</b>

### STAFFING DETAIL

AGREEMENT NUMBER	7224-06/08-038
COST CENTER	34BW15HM
BUDGET PERIOD:	Current
DATE PREPARED:	6/6/2005
PROGRAM:	TOTS/Spinelli

(1) Staff by Occupational Title	(2) No. of FTEs	(3) No. of Months Salary Paid	(4) Annual -ized No. of FTEs	(5) Total salary paid for the contract period
Treatment/Program				
LCSW Clinician - LPHA	0.500	12	0.500	\$37,179
MSW -A Clinician - MHRS	0.500	12	0.500	\$25,306
Outreach Worker	0.250	12	0.250	\$5,467
Sub-Total	1.250		1.250	\$67,952
Administration				
Executive Director MBA	0.100	12	0.100	\$11,275
FSO	0.050	12	0.050	\$1,255
Office Manager	0.050	12	0.050	\$2,022
Prog Lead	0.250	12	0.250	\$21,588
Program Consultant	0.100	12	0.100	\$4,705
Clinical Director LCSW-LPHA	0.100	12	0.100	\$9,437
Sub-Total	0.650		0.650	\$50,282
Total FTEs			1.900	
Total Salaries				\$118,234

EXHIBIT C, PAGE 10 OF 18

# TOTAL COSTS AND UNITS OF SERVICE

AGREEMENT NUMBER 7224-06/08-038  
 COST CENTER 34BW15HM  
 PROGRAM: TOTS/Spinelli

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## Total Expenditures

Total Salaries	\$118,234.00
Total Benefits	\$26,460.00
Total Operating Costs	\$33,685.00
Total Other	
County Billing Charges *	
<b>GROSS COST</b>	<b>\$178,379.00</b>

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## Funding Sources

Slots

State Matching Funds	\$86,189.00	24
Federal Financial Participation	\$86,190.00	
26.5	\$6,000.00	1
<b>TOTAL</b>	<b>\$178,379.00</b>	<b>25</b>



### STAFFING DETAIL

AGREEMENT NUMBER	7224-06/08-038
COST CENTER	348615IM
BUDGET PERIOD:	Current
DATE PREPARED:	6/6/2005
PROGRAM:	Aero Haven

[illegible]

EXHIBIT C, PAGE 12 OF 18

# **TOTAL COSTS AND UNITS OF SERVICE**

AGREEMENT NUMBER                      7224-06/08-038  
 COST CENTER                              348615IM  
 PROGRAM:                                  Aero Haven

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## **Total Expenditures**

Total Salaries	\$59,888.00
Total Benefits	\$14,664.00
Total Operating Costs	\$19,827.00
Total Other	
County Billing Charges *	
<b>GROSS COST</b>	<b>\$94,379.00</b>

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## **Funding Sources**

**Slots**

State Matching Funds	\$44,189.00	12
Federal Financial Participation	\$44,189.00	
26.5	\$6,001.00	1
<b>TOTAL</b>	<b>\$94,379.00</b>	<b>13</b>

### STAFFING DETAIL

AGREEMENT NUMBER	7224-06/08-038
COST CENTER	348615IK
BUDGET PERIOD:	Current
DATE PREPARED:	6/6/2005
PROGRAM:	Noralto

[illegible]

EXHIBIT C, PAGE 14 OF 18

# **TOTAL COSTS AND UNITS OF SERVICE**

AGREEMENT NUMBER                      7224-06/08-038  
 COST CENTER                              348615IK  
 PROGRAM:                                  Noralto

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## **Total Expenditures**

Total Salaries	\$102,343.00
Total Benefits	\$24,328.00
Total Operating Costs	\$32,286.00
Total Other	
County Billing Charges *	
<b>GROSS COST</b>	<b>\$158,957.00</b>

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## **Funding Sources**

**Slots**

State Matching Funds	\$76,478.00	24
Federal Financial Participation	\$76,478.00	
26.5	\$6,001.00	1
<b>TOTAL</b>	<b>\$158,957.00</b>	<b>25</b>

### STAFFING DETAIL

AGREEMENT NUMBER	7224-06/08-038
COST CENTER	348615IL
BUDGET PERIOD:	Current
DATE PREPARED:	6/6/2005
PROGRAM:	Oakdale

(1) Staff by Occupational Title	(2)  No. of FTEs	(3) No. of Months Salary Paid	(4) Annual -ized No. of FTEs	(5) Total salary paid for the contract period
Treatment/Program				
MSW -A MHRS	0.500	12	0.500	\$25,306
Outreach MHA II	0.100	12	0.100	\$10,769
Sub-Total	0.600		0.600	\$36,075
Administration				
Executive Director	0.025	12	0.025	\$2,819
FSO	0.025	12	0.025	\$627
Office Manager	0.025	12	0.025	\$1,011
Prog Lead	0.125	12	0.125	\$10,794
Clerk	0.250	12	0.250	\$5,026
Program Consultant	0.025	12	0.025	\$1,176
Clinical Director LCSW-LPHA	0.025	12	0.025	\$2,360
Sub-Total	0.500		0.500	\$23,813
Total FTEs			1.100	
		Total Salaries		\$59,888

EXHIBIT C, PAGE 16 OF 18

# **TOTAL COSTS AND UNITS OF SERVICE**

AGREEMENT NUMBER                      7224-06/08-038  
 COST CENTER                              348615IL  
 PROGRAM:                                  Oakdale

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## **Total Expenditures**

Total Salaries	\$59,888.00
Total Benefits	\$14,664.00
Total Operating Costs	\$19,827.00
Total Other	
County Billing Charges *	
<b>GROSS COST</b>	<b>\$94,379.00</b>

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## **Funding Sources**

## **Slots**

State Matching Funds	\$44,189.00	12
Federal Financial Participation	\$44,189.00	
26.5	\$6,001.00	1
<b>TOTAL</b>	<b>\$94,379.00</b>	<b>13</b>

AGREEMENT NUMBER:  
BUDGET PERIOD  
DATE PREPARED

7224-06/08-038  
Current  
6/6/2005

**ALLOCATION UTILIZATION SCHEDULE**

**LIMITATION OF PAYMENTS**

Other terms and provisions of this AGREEMENT notwithstanding, this "ALLOCATION UTILIZATION SCHEDULE/LIMITATION OF PAYMENTS" of this Exhibit C shall be the basis for and limitation of payments by COUNTY to CONTRACTOR during the term of this AGREEMENT.

Budget based on Provider Allocation Notice Number

1

Realignment	\$85,600.00
State Matching Funds	\$1,936,314.00
Federal Financial Participation	\$1,936,314.00
26.5	\$180,003.00
SAMHSA	\$44,000.00
TOTAL	\$4,182,231.00

Notwithstanding any other terms and provisions of this Agreement, reimbursement for services rendered from July 1 through August 31 during the term of this Agreement shall not exceed:  
until the final budget is adopted by COUNTY.

697,039

**EXHIBIT D to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
TERKENSHA ASSOCIATES,  
hereinafter referred to as "CONTRACTOR"**

**ADDITIONAL PROVISIONS**

**I. LAWS, STATUTES AND REGULATIONS**

- A. CONTRACTOR shall abide by all applicable State, Federal and County laws, statutes and regulations, including but not limited to the Bronzan-McCorquedale Act (Welfare and Institutions Code, Divisions 5, 6, and 9, Sections 5600 et seq., and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Mental Health Policy Letters, and Title 42 of the Code of Federal Regulations, Section 434.6 and 438.608, in carrying out the requirements of this Agreement.
- B. CONTRACTOR will comply with all Policies and Procedures adopted by COUNTY to implement Federal/State laws and regulations.
- C. CONTRACTOR shall comply with the requirements mandated for culturally competent services to diverse populations as outlined in the Sacramento County Phase II Consolidation of Medi-Cal Specialty Mental Health Services—Cultural Competence Plan.

**II. LICENSING, CERTIFICATION AND PERMITS**

- A. CONTRACTOR agrees to furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder; such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, and work experience of such persons.

**III. OPERATION AND ADMINISTRATION**

- A. CONTRACTOR agrees to furnish at no additional expense to COUNTY beyond the amounts identified as NET BUDGET/MAXIMUM PAYMENT TO CONTRACTOR in Exhibit C, all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information, which are material to the performance of this Agreement.

**IV. CONFIDENTIALITY**

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 5330, 5610 and 10850 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
  - 1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services



or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.

2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.
- B. CONTRACTOR is subject to, and agrees to comply when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(42 USC §1320d) and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws and regulations.
- D. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said State and Federal laws is a misdemeanor.

#### **V. CLINICAL REVIEW AND PROGRAM EVALUATION**

- A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR's premises for the purpose of making periodic inspections and evaluations. CONTRACTOR shall furnish DIRECTOR with such information as may be required to evaluate fiscal and clinical effectiveness of the services being rendered.
- B. DIRECTOR or his designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement, including authorization for admission, care, and discharge of all clients for whom reimbursement is required under this Agreement.

#### **VI. REPORTS**

- A. CONTRACTOR shall provide accurate and timely input of services provided in the Client Activity Tracking System (CATS), Mental Health Billing Authorization Reporting system (MHBAR) or any replacement system, in accordance with COUNTY'S Department of Health and Human Services' Division of Mental Health Provider Manual, so that COUNTY can generate a monthly report of the units of service performed.
- B. In the event that CONTRACTOR is required to file cost settlement reports or pre-payment reports with Federal, State or County agencies, copies of such reports shall be filed with COUNTY, together with a reconciliation of all such reports and amounts covered by this Agreement to CONTRACTOR's total costs and revenues.
- C. CONTRACTOR shall provide COUNTY with a fiscal year-end cost settlement report no later than sixty (60) days after the close of the fiscal year. Such report shall be in compliance with the Cost Reporting Data Collection Manual.
- D. Upon request of DIRECTOR, CONTRACTOR shall provide COUNTY with a mid-fiscal year cost settlement report prepared in the same manner as the report required by subparagraph C., above, but which shall be due no later than 30 days after the close of the mid-fiscal year.
- E. CONTRACTOR shall, without additional compensation therefore, make further fiscal, program evaluation and progress reports as may be reasonably required by DIRECTOR or by the State Department of Mental Health concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

#### **VII. RECORDS**

- A. Patient Records: CONTRACTOR shall maintain adequate patient records on each individual patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable Federal, State and COUNTY record maintenance requirements.
- B. Service and Financial Records: CONTRACTOR shall maintain complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The patient eligibility determination and the fees charged to and collected from patients shall also be reflected therein. Any apportionment of costs shall be made in accordance with generally accepted accounting principles.

- C. Review, Inspection, and Retention of Records: At reasonable times during normal business hours, the State Department of Mental Health, COUNTY or DIRECTOR, the appropriate audit agency of any of them, and the designee of any of them shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. Upon expiration or termination of this Agreement all patient records shall be kept for a minimum of seven (7) years from the date of discharge and in the case of minors, for at least one (1) year after the minor patient's eighteenth (18<sup>th</sup>) birthday, but in no case less than seven (7) years from the date of discharge. Service and financial records shall be retained by CONTRACTOR for a minimum period of four (4) years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

#### **VIII. PATIENT FEES**

- A. The Uniform Method of Determining Ability to Pay prescribed by the State Director of Mental Health shall be applied when services to patients are involved.
- B. Charges for services to either patients or persons responsible shall approximate estimated actual cost.
- C. CONTRACTOR shall use the Uniform Billing and Collection Guidelines prescribed by the State Director of Mental Health (non-billing providers excluded).

#### **IX. AUDIT/REVIEW REQUIREMENTS**

- A. The following standards are applicable to the Audits and Reviews required pursuant to this provision.
1. In the event that CONTRACTOR receives Federal funds, CONTRACTOR shall submit to DIRECTOR, on an annual basis either a financial and compliance audit (Audit) or Review of Documentation Supporting Requests for Reimbursement or limited scope audit (Review) as determined by paragraph B or C of this provision. Such annual Audit/Review must include a documented Reconciliation of the Cost Report(s) data for the Audit/Review period.
  2. An independent auditor must prepare the Audit/Review. Audits shall be conducted in accordance with generally accepted auditing standards and the latest revision of the Government Auditing Standards issued by the Comptroller General of the United States and shall comply with OMB Circular A-133 (States, Local Governments and not-for-profit agencies). Reviews shall be conducted in accordance with either American Institute of Certified Public Accountants' (AICPA) generally accepted auditing standards (GAAS) or generally accepted accounting principles (GAAP).
  3. The Audit/Review shall be performed on the basis of COUNTY's fiscal year; July 1 through June 30, unless CONTRACTOR's fiscal year is different, in which case it may be based on CONTRACTOR's fiscal year. If the Audit/Review is performed on the basis of CONTRACTOR's fiscal year, then the Reconciliation of the Cost Report data shall also be based on CONTRACTOR's fiscal year. If the Agreement is terminated for any reason during the contract period, the independent Audit/Review shall cover the entire period of the Agreement for which services were provided.
  4. CONTRACTOR must submit to Sacramento County Department of Health and Human Services three (3) copies of the Audit/Review, as described in OMB Circular A-133, within the earlier of 30 days after receipt of the auditor's report(s) or no later than six months following the end of the contract year or termination of the Agreement. Should there be any delay anticipated, CONTRACTOR shall immediately inform DIRECTOR of the delay. The Audit/Review shall be sent to the following address:

Sacramento County DHHS, Fiscal Services  
7001-A East Parkway  
Sacramento, CA 95823

- B. Pursuant to OMB circular A-133 if CONTRACTOR expends less than \$500,000 per year in total Federal funds from all sources (excluding Drug/Medi-Cal), COUNTY shall monitor on an annual basis the CONTRACTOR's activities to ensure that such funds are used for authorized purposes in compliance with laws, regulations, and the provisions of this Agreement and that performance goals are achieved. In addition, COUNTY shall utilize Reviews provided by CONTRACTOR to meet monitoring objectives. Such reviews shall include, but are not limited to; copies of invoices, canceled checks, and time sheets.

- C. Pursuant to OMB Circular A-133, if CONTRACTOR expends \$500,000 or more per year in Federal funds from all sources (excluding Drug/Medi-Cal), CONTRACTOR is required to have an agency-wide single audit, or CONTRACTOR may elect a program specific audit if all Federal funding is utilized for only one program. CONTRACTOR shall forward three (3) copies of the "Reporting Package" and completed "Data Collection Form", as described in OMB Circular A-133, to COUNTY. CONTRACTOR must also simultaneously submit one (1) copy of the "Reporting Package" and one (1) copy of the completed "Data Collection Form", to the Federal Audit Clearinghouse. The address of the Federal Audit Clearinghouse is:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 E. 10<sup>th</sup> Street  
Jacksonville, IN 47132

- D. COUNTY Division of Audits, or designee, shall examine all Audits/Reviews submitted for conformance to these provisions. Should CONTRACTOR have other Federal financial assistance which would require it to have an agency-wide single audit done in conformance with OMB Circular A-133, COUNTY shall be allowed access to all financial and program records as COUNTY deems necessary to determine that the COUNTY program is in compliance with legal and contractual requirements.
- E. Should any deficiencies be noted in the Audit/Review CONTRACTOR must submit an Action Plan with the Audit/Review detailing how the deficiencies will be addressed. CONTRACTOR shall correct all deficiencies within six months of the date that the Audit/Review is received by CONTRACTOR from its independent auditor, as required by Federal regulations.
- F. Should any overpayment of funds be noted in the Audit/Review or the year-end Cost Report, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of submission of the Audit/Review. If the Audit/Review and the Cost Report indicated an overpayment, but in different amounts, CONTRACTOR shall reimburse COUNTY the larger of the overpayment amounts.

G. Audit Exceptions of Medi-Cal Eligibility:

Audit exceptions of Medi-Cal eligibility may be based on a statistically valid sample size of Short-Doyle/Medi-Cal billings by mode of service for a fiscal year projected across the total of Short-Doyle/Medi-Cal billings by mode of service by provider. Parameters for the statistically valid sample size are covered in MHP 78-39. For purposes of Medi-Cal billings "mode of service" means "facility classification," which is divided into four categories: Inpatient Hospital; Outpatient Hospital; Clinic Services; and Psychiatric Hospital; as delineated in Title 42, Code of Federal Regulations and DMH 80-38.

H. Audit Exceptions for Medicaid Administration:

CONTRACTOR shall have full liability for any and all exceptions resulting from audits pertaining to reimbursement for the Medicaid Administration requirements. CONTRACTOR shall maintain files and records as required under Medicaid Administrative claiming and comply with all Federal, State and Local laws, regulations and guidelines.

- I. In the event that this Agreement is funded in whole or in part by State funds, the contracting parties shall be subject to examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

**X. SYSTEM REQUIREMENTS**

- A. CONTRACTOR shall adhere to the guidelines, policies and procedures issued by the County Management Information Systems (MIS) for use of County computers, software and systems.
- B. CONTRACTOR shall adhere to the guidelines, policies and procedures issued by the County for use of CATS, MHBAR or any replacement system.
- C. CONTRACTOR shall maintain an Internet service provider and Broadband for the purpose of accessing MHBAR once implemented.

**XI. EQUIPMENT OWNERSHIP**

COUNTY shall have and retain ownership and title to all equipment identified to be purchased by CONTRACTOR under Exhibit C of this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

**XII. PATIENTS RIGHTS/GRIEVANCES**

- A. CONTRACTOR shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 et seq.; California Code of Regulations Title 9, Section 860 et seq.; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant language of the community a list of the patient's rights.
- B. As a condition of reimbursement, CONTRACTOR shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.
- C. CONTRACTOR shall not discriminate against any beneficiary of services provided under this Agreement in any manner.
- D. CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipients notice of adverse determination and a hearing thereon to the extent required by law.

**XIII. ADMISSION POLICIES**

CONTRACTOR's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.

**XIV. HEALTH AND SAFETY**

- A. CONTRACTOR shall maintain a safe facility.
- B. CONTRACTOR shall store and dispense medication in compliance with all applicable State, Federal and County laws and regulations.

**XV. FINGERPRINTING**

CONTRACTOR shall conduct background checks, including fingerprinting, on all staff and volunteers who are reasonably anticipated to have direct contact with recipients of services.

**XVI. GOOD NEIGHBOR POLICY**

- A. CONTRACTOR shall comply with the COUNTY's Good Neighbor Policy, a copy of which is attached as Exhibit E.
- B. If COUNTY finds CONTRACTOR has failed to perform, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within an agreed upon time frame. If CONTRACTOR fails to comply, COUNTY shall take the required corrective action and deduct the actual cost to correct the problem from CONTRACTOR's claim, when appropriate, to ensure compliance with the Good Neighbor Policy.

**XVII. AMENDMENTS**

- A. DIRECTOR may execute an amendment to this Agreement provided that:

1. An increase in the maximum contract amount resulting from the amendment does not exceed the Director's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
  2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.
- B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.
- C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

**EXHIBIT E to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY",  
and TERKENSHA ASSOCIATES,  
hereinafter referred to as "CONTRACTOR"**

**GOOD NEIGHBOR POLICY**

**I. GOOD NEIGHBOR POLICY**

- A. CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
1. Provision of parking adequate for the needs of its employees and service population;
  2. Provision of adequate waiting and visiting areas;
  3. Provision of adequate restroom facilities located inside the facility;
  4. Implementation of litter control services;
  5. Removal of graffiti within seventy-two hours;
  6. Provision for control of loitering and management of crowds;
  7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
  8. Participation in area crime prevention and nuisance abatement efforts; and
  9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

EXHIBIT F to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
TERKENSHA ASSOCIATES,  
hereinafter referred to as "CONTRACTOR"

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that Federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

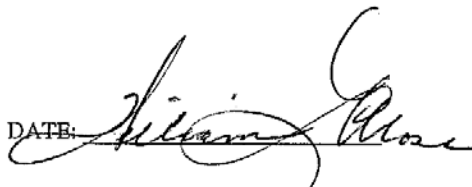
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. Have not within a 3-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any Federal Department or agency.

TERKENSHA ASSOCIATES

BY: \_\_\_\_\_

06/28/05

DATE: \_\_\_\_\_



**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "COUNTY", and  
SHIRIN GHADERI, M.D.,  
hereinafter referred to as "CONTRACTOR"**

## **SCOPE OF SERVICES**

### **I. SERVICE LOCATION(S)**

**Facility Name(s):** Children & Adolescent Psychiatric Services  
**Street Address:** 3331 Power Inn Road, Suite 140  
**City and Zip Code:** Sacramento, CA 95626

### **II. SERVICE PERFORMANCE MONITOR**

**Name and Title:** Department of Health and Human Services Program Coordinator, currently Kathy Charles  
**Organization:** Child & Family Mental Health Services  
**Street Address:** 7001-A East Parkway  
**City and Zip Code:** Sacramento, CA 95823

### **III. DESCRIPTION OF SERVICES**

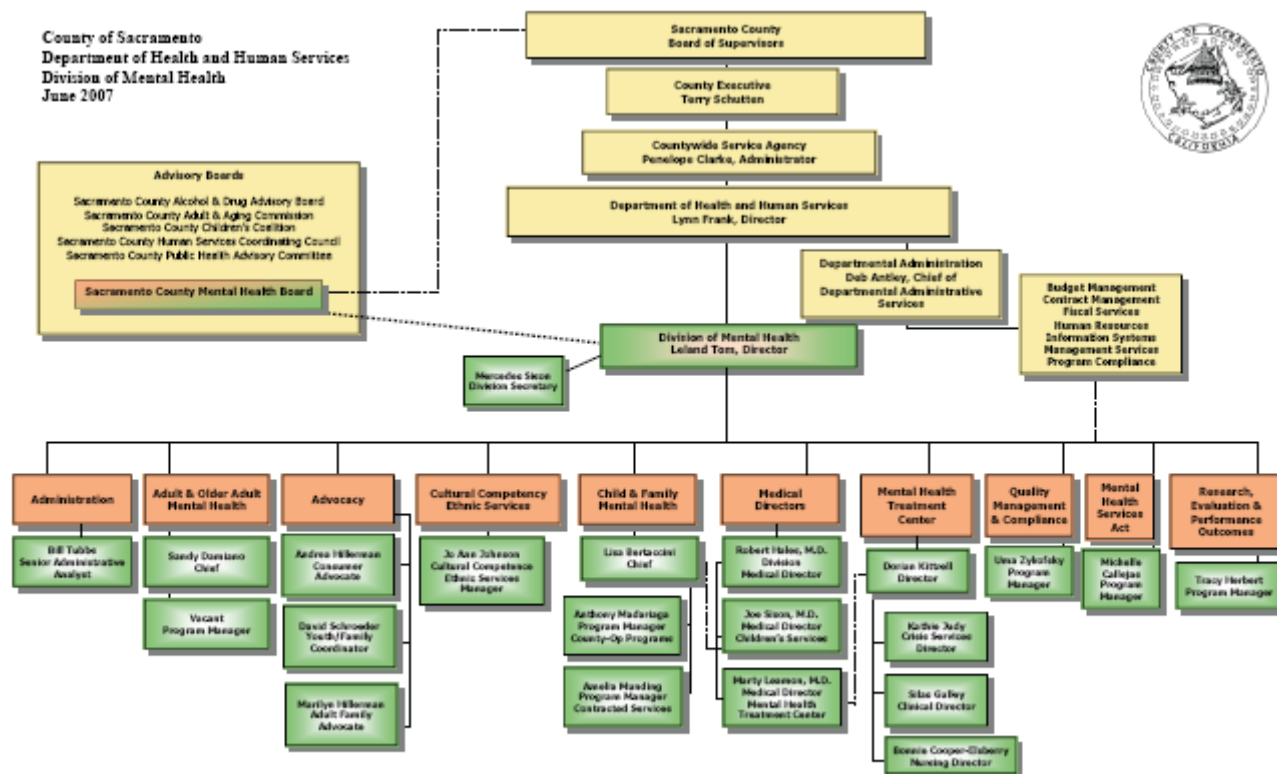
CONTRACTOR shall provide approximately eight (8) hours of service per week, not to exceed 266 hours per year. CONTRACTOR shall provide psychiatric services to children and adolescent cases for Children's Mental Health Services, as follows:

- A. Provide psychiatric medical direction to the Child & Adolescent Psychiatric Services (CAPS) program and the Minor Emergency Response Team (MERT) program.
- B. Provide psychiatric assessment and treatment of children and adolescents as assigned by COUNTY.
- C. Provide prescription writing and monitoring of psychotropic medications for children and adolescents in the CAPS and MERT programs when clinically appropriate.
- D. Provide consultation with COUNTY regarding the development and implementation of the Assessment Client Plans (ACP) for children and adolescents in the CAPS and MERT programs.
- E. Provide consultation with CAPS Program Coordinator, and CAPS Psychologists to ensure continuity of psychiatric care of all children and adolescents assigned to the CAPS program.
- F. Other duties as mutually agreed upon between CONTRACTOR and COUNTY



# **APPENDIX IX**

## **County of Sacramento Organizational Charts**



15 June 2007

