



COUNTY OF MONTEREY HEALTH DEPARTMENT

Elsa Jimenez, Director of Health

Administration
Behavioral Health

Clinic Services
Emergency Medical Services
Environmental Health/Animal Services

Public Health
Public Administrator/Public Guardian

Policy Number	109
Policy Title	Contract Monitoring
References	Mental Health Services Agreement
Form	Logic Model (Attachment 1) Contract Sample (T:\415_417-BH\415_417-AMIN\Admin-fiscal\CONTRACTS\Contracts\Boilerplates)
Effective	November 21, 1986 Revised: April 16, 2003 Revised: March 27, 2006 Revised: April 1, 2010

Policy

Each fully executed contract with the Monterey County Behavioral Health Division (MCBHD) for the provision of behavioral health services shall be monitored and evaluated by the designated Behavioral Health Program Manager I/ II (in the remainder of this document will be referred to as: Contract Monitor). The Contract Monitor will work in partnership with Quality Services Management to verify contract compliance and satisfactory performance by the contractor and assigned policy analysts.

All said contract agencies shall be monitored a minimum of three (3) times a year for the life of the contract. Any contract executed for less than one year must be monitored no later than half way through the contract period. It is the responsibility of the assigned Contract Monitor and Quality Services Management, to insure that the respective contract agencies are monitored within the appropriate time frame. At the discretion of the Contract Monitor, more frequent monitoring of the contract agency may be conducted.

The contractor shall comply with all expectations regarding kind, amount and quality of services agreed upon.

The objectives of contract monitoring (overseeing the program during execution) are to:

1. Insure consistency with Division goals and objectives;
2. Facilitate contractor planning and development;
3. Determine potential problem areas and to highlight opportunities;
4. Improve internal control;
5. Make operations more efficient;
6. Provide consultation with the goal of having the best possible service being provided to our county residents;

- 30 7. Establish an objective evaluation of the management abilities of the contractor organization;
31 8. Evaluate the accuracy of the information reported to management from both internal and
32 external sources.

33 34 Procedure

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36 It is the responsibility of each contract monitor to evaluate each contract in accordance with the
37 frequency and time schedule established in the Behavioral Health Division contract plan. Contract
38 managers will ensure the contract is up to date.

39 40 Program Description

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42 Every agreement will provide a narrative description of the name of the program, what they
43 provide, how it is funded pursuant to the State of California Medi-Cal reimbursement, or its funding
44 source. The program description will explain how services will be delivered and under what type of
45 supervision. Each consumer's chart will document to how that is met. For those services not
46 directly involving consumers, the goals and documentation will clearly address how the goals of the
47 program will be achieved. The service Objective will be clearly stated, observable with measurable
48 goals that are documented. When applicable a logic model will be applied (Attachment 1).
49 Treatment services will be identified as to the mode of service and types of Service. Contracted
50 units of service by type per year will be identified to include the delivery site and hours of operation.
51 There will be a clear identification of the population served documented in the agreement.

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53 The program eligibility screening criterion will be clearly identified and documented in the file. It
54 shall include the consumer's:

- 55 ■ Legal status;
- 56 ■ Diagnosis;
- 57 ■ Self-care ability
- 58 ■ Family relationships;
- 59 ■ Ability to function in the community/school functioning
- 60 ■ Severe acting out behaviors
- 61 ■ History of self-destructive behavior
- 62 ■ Catastrophic reactions to every day occurrences;

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- 64 ■ Multiple placement failures;
- 65 ■ History of inpatient hospitalization.
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67 Referrals for admission to each program will be initiated exclusively by the Mental Health Division
68 Case Management staff after an initial screening, unless an alternative method of referral has been
69 documented. Screening criterion will be well documented. Admission to the program will be under
70 the sole authority of the contractor within the treatment period authorized for the program (typically
71 in three or six month intervals), requiring prior authorization. The contracted **duration of**
72 treatment is limited to the time identified by the contract. Any extension requires consultation with
73 the Mental Health Case Manager and approval of the Contract Monitor, Program Manager, and
74 case manager.

75 76 Quality Control

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The State Department of Mental Health, county, and other appropriate state and federal agencies shall have the right to inspect and evaluate the quality, appropriateness, and timelines of services performed under the agreement. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of the agreement. The contract monitor and contractor shall meet at intervals deemed appropriate by the county. In addition, the contract monitor shall review at regular intervals all statistical reports, outcome data, financial records, clinical records, and other documents concerning services provided under the agreement. In addition, the contractor shall at all times cooperate with the county's Quality Improvement ("QI") Plan.

The contractor shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under the agreement. The contractor shall furnish all required data and reports in compliance with State Department of Mental Health Client and Service Information System ("CSI"). Units of time reporting, as stipulated in the Cost Reporting/Data Collection ("CR/DC") manual, which are subject to special review and audit.

Discovery of any practice, procedure, or policy of the contractor which deviates from the requirements of the agreement, violates federal or state law, threatens the success of the program conducted pursuant to the agreement, jeopardizes the fiscal integrity of the program, or compromises the health or safety of recipients of service, the county may require corrective action, withhold payment in whole or in part, or terminate the agreement immediately. If the county notifies the contractor that corrective action is required, the contractor shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the county within thirty days, unless the county notifies the contractor that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

Reports Of Death, Injury, Damage, Or Abuse

If death, serious personal injury, or substantial property damage occur in connection with the performance of the agreement, the contractor shall immediately notify the Behavioral Health Director by telephone. In addition, the contractor shall promptly submit to the county a written report including:

- (1) the name and address of the injured/deceased person;
 - (2) the time and location of the incident;
 - (3) the names and addresses of the contractor's employees or agents who were involved with the incident;
 - (4) the names of the county employees, if any, involved with the incident;
- and,
- (5) a detailed description of the incident.

The contractor shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code 11164, et seq. The contractor shall require that all of its employees, consultants, and

125 agents performing services under the agreement who are mandated reports under the Act sign
126 statements indicating that they know of and will comply with the Act's reporting requirements.

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128 The contractor shall ensure that all known or suspected instances of abuse or neglect of elderly
129 people 65 years of age or older and dependent adults age 18 or older are promptly reported to
130 proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (Welfare
131 and Institutions Code 15600 Code, et seq.). The Contractor shall require that all of its employees,
132 consultants, and agents performing services under the agreement who are mandated reporters
133 under the Act sign statements indicating that they know of and will comply with the Act's reporting
134 requirements.

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136 Other serious or unusual events (use of a physical restraint, police involvement, hospitalization,
137 etc.) need to be documented and the report sent to the contract monitor.

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139 **Indemnification**

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141 MCBHD will follow the Indemnification as outlined by the state/county's indemnification process.
142 All contractors will comply with the insurance indemnification requirements.

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147 **Cultural Competency And Linguistic Accessibility**

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149 The contractor shall provide services in a culturally competent manner to assure access to services
150 by all eligible individuals as required by the Department of Mental Health regulations and policies
151 and other applicable laws. That will include congruent sets of practice skills, behaviors, attitudes
152 and policies that enable staff to work effectively in providing contractual services under the
153 agreement in cross-cultural situations. The contractor will acknowledge the importance of culture,
154 adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes,
155 and policies enabling all persons providing services to function effectively in cross-cultural
156 situations, utilizing the logic model. That will include their primary language where services will be
157 provided through linguistically proficient staff or interpreters. Family members, friends, or
158 neighbors may be used as interpreters only in emergency situations.

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161 **General Provisions**

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163 The general provisions of the agreement shall be in compliance with the acceptable practice as
164 outlined within the County's contracts. Specific definitions shall be outlined by each contract.

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166 **Subcontracting**

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168 The contractor may not subcontract any services under the agreement without the County's prior
169 written authorization and shall be in compliance with the general terms and agreements regarding
170 liability of same.

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172 **Confidentiality**

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172 All patient information and records are confidential and shall be maintained as such in compliance
173 with the Welfare and Institutions Code sections 5328, 14100.2 and 10850, Title 45 Federal
174 Regulations section 205.50, and Title 42 CFR section 431.300, and HIPPA Privacy Rule. The
175 contractor shall be held responsible for compliance with those requirements and penalties for
176 unauthorized disclosure, duty to warn, and dissemination of those confidential provisions, which
177 will be outlined in standard form within the agreement.
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179 Internal Roles And Responsibilities

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181 **Management Analysts:** shall be responsible for initiating and evaluating Requests For
182 Proposals (RFP's) in accordance with the County Policies and Procedures in obtaining an
183 agreement for a particular service. The Program Analyst shall work with the Contract Monitor in
184 developing the contract with the providing agency. That contract shall be in compliance with
185 applicable laws, written assurances, non-discrimination policies, labor union agreements, records
186 access and binding sub-contract agreements if needed. It will include comparative payment rates,
187 payment history, verification of rates as well insurance, endorsements, certifications, informational
188 routing and waivers. Their work shall be submitted to the Director of Behavioral Health in a timely
189 manner. They will assist with reports regarding data impact, options, strategies and conclusions
190 based on analyses. They will also serve as management liaison at meetings/functions such as
191 committees, task forces, community forums, commissions and conferences.
192

193 **Contract Monitor:** shall evaluate program compliance in the agreement, along with services,
194 and/or activities of a regional office providing services. They will recommend changes, analyze the
195 data and recommend operating changes as needed, as well as supervise the activities of assigned
196 staff. They will assist supervised staff in resolving technical problems as well as interpret rules and
197 regulations associated with the agreement.
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199 **Quality Assurance:** shall assume the lead role in training the contract provider staff in
200 charting and Utilization Review requirements and in the Electronic Medical Records procedures (if
201 applicable). Quality Assurance staff will inform the Contract Monitor when competence in those
202 areas is achieved by the contract provider. At that point the Contract Monitor will review
203 compliance to the Monterey County standards on a regular basis. If future training is required the
204 Contract Monitor and Quality Assurance will work together in planning the training.
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206 Finance

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208 Fiscal staff shall pursue the terms and conditions set forth in the example Attachment 2.
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210 Annual Cost Report:

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212 A Year-End Cost Report shall be required. For each fiscal year or portion thereof that the
213 agreement is in effect, the contractor shall provide to the county one original and one copy of an
214 annual cost report within ninety days following the close of each fiscal year. Those reports shall be
215 prepared in accordance with generally accepted accounting principles, cost report forms and
216 instructions provided by the county.
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218 There shall be the submission of a Cost Report in the event of an early termination. If the
219 agreement is terminated or canceled prior to the June 30th of any year, the contractor shall prepare
220 a cost report for the agreement period which ends on the termination or cancellation date, and shall
221 submit two copies of that report to the county within sixty days after the termination or cancellation
222 date.

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224 Access to and Audit of Records

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226 The contractor shall maintain records indicating the nature and extent of all services performed and
227 all payments received under the agreement for a period of five years after completion of all
228 services pursuant to the agreement or until all disputes, claims, litigation, or audits have been
229 resolved, whichever occurs later. The contractor shall maintain such records in a form comporting
230 with generally accepted standards and applicable law. Government Code 8546.7 makes any
231 expenditure of public funds over \$10,000 subject to the examination and audit of the State Auditor
232 for a period of three years after final payment under the agreement.

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234 The county, State Department of Mental Health, the Comptroller General of the United States, the
235 U.S. Department of Health and Human Services, and other authorized federal and state agencies
236 shall have the right to inspect any and all books, records, and facilities maintained by the contractor
237 during normal business hours to evaluate the use of funds and the cost, quality, appropriateness,
238 and timeliness of services.

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240 The agreement shall indicate that If the results of any audit show the funds paid to the contractor
241 under the agreement exceeded the amount due, then the contractor shall pay the excess amount
242 to the county in case not later than sixty days after the fiscal audit settlement; or, at the county's
243 election, the county may recover the excess or any portion of it by offsets made by the county
244 against any payment(s) owed to the contractor under the agreement.

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246 Any and all audit exceptions by the county or any state or federal agency resulting from an audit of
247 the contractor's performance of the agreement, or actions by the contractor, its officers, agents,
248 and employees shall be the sole responsibility of the contractor.

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250 The contractor shall ensure the availability of records for the prompt handling of grievances or
251 complaints filed by recipients of services. Release of records shall be subject to the confidentiality
252 provisions set forth in the agreement.

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254 Contractors shall prepare any reports and furnish all information required for reports to be prepared
255 by the county as may be required by the State of California or applicable law.

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258 Payment Conditions

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260 In order to receive any payment under the agreement, the contractor shall submit reports and
261 claims in such form as may be required by the County of Monterey, Department of Health,
262 Behavioral Health Division, specifically, the contractor shall submit its claims on a form acceptable
263 to the county so as to reach the Behavioral Health Division no later than the 30th day of the month
264 following the month of service. Upon termination of the agreement, the contractor shall submit its
265 final claim for payment no later than thirty days after the completion of services.

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The contractor will submit a monthly claim for services rendered to:

Monterey County Health
Behavioral Health Division
1270 Natividad Rd, Rm. 200
Salinas, CA 93906
Attn: Accounts Payable

If the contractor fails to submit claims for services provided under the term of the agreement, the county may, at its sole discretion, deny payment for that month of service and disallow the claim.

The county shall review and certify the contractor's claim either in the requested amount or in such other amount as the county approves in conformity with the agreement, and shall then submit certified claims to the County Auditor. The County Auditor-Controller shall pay the amount certified within thirty days of receiving the certified invoice.

If the county certifies payment at a lesser amount than the amount requested, the county shall immediately notify the contractor in writing of such certification and shall specify the reason for it. If the contractor desires to contest the certification, the contractor must submit a written notice of protest to the county within twenty days after the contractor's receipt of the county notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

The agreement will be subject to a written maximum obligation of services.

The county for services rendered under the agreement, such amount shall be deemed to have been paid out under the agreement and shall be counted towards the county's maximum liability under the agreement.

If for any reason the agreement is canceled, the county's maximum liability shall be the total utilization to the date of cancellation not to exceed the previously agreed upon maximum amount.

Program Name: _____

Program Description:

Focus Population:

Capacity:

Medi-Cal Billing:

Services:

Objective:

Goal, Strategies, & Activities	Baseline data (2007)	Year 2 Results (2007-2008)	Desired result	How & when measured
Goal 1: Maximize program utilization				
Strategy: Maintain close and open communication with Monterey County Department to quickly fill vacant slots.				
Activity: Contractor to attend monthly meeting or teleconference with representatives of Monterey County _____ and Behavioral Health.	Average annual utilization 2007: _____	Average annual utilization 07-08: _____	Maintain utilization at no more than a 30-day vacancy for any single slot.	Measuring Instrument: utilization report and documentation of collaboration When Measured: Monthly
Goal 2: Increase the cultural competency of program staff.				
Strategy: Hire and train staff according to linguistic and cultural needs of program participants.				
Activity: a. Recruit staff with appropriate linguistic capabilities. b. Provide staff with annual cultural competency training. c. Reduce staff turnover d. Retain bilingual staff	Staff to Client Ratio 2007: ___ to ___ Percent trained 2007: _____ Turnover Rate 2007: _____ Turnover Rate 2007: _____	Staff to Client Ratio 07-08: ___ to ___ Percent trained 07-08: _____ Turnover Rate 07-08: _____ Turnover Rate 07-08: _____	a. Staff to client linguistic ratio is 1 to 1. b. 75% of staff are current. Improve on prior year Improve on prior year	Measuring Instrument: a. Recruitment and hiring records. b. Report of staff training courses attended. When Measured: Biannually
Goal 3: Reduce recidivism for program participants.				
Strategy: Provide _____ and specific supports to encourage lifestyles that are free of _____.				
Activity: Provide individualized educational, vocational, social, community, therapeutic, and psychiatric services	% Clear of Recidivism Events 2007: _____% Source: Client charts	% Clear of Recidivism Events 07-08: _____% Source: Client charts	75% of participants commit no new offenses while in the program.	Review client treatment charts quarterly for areas needing specialized focus on recidivism avoidance.

Goal 4: Increase exposure to and success in constructive community activities.		
Strategy: Maintain a high level of client time spent in supervised learning, vocational, social, and therapeutic activities.		
Activity: a. _____staff will be dedicated 100% to _____clients (with no mixing of staff or clients between other programs or program sites) b. _____clients will be supervised by staff 100% of the time.	Staff and clients from other programs will not mix with _____clients. Clients will not be left unsupervised.	Measuring Instrument: a. _____ b. _____ When Measured: Biannually

Goal 5: Increase the ability of program participants to live at a higher level of independence upon leaving the program.				
Strategy: Provide educational, vocational, social, community, therapeutic, and psychiatric services (as needed)				
Activity: a. Progress in educational, vocational, social, community, therapeutic, and psychiatric services. c. Clients maintain clean and sober status.	% Demonstrating progress & skill achievement 2007: _____% Source: Client charts	% Demonstrating progress & skill achievement 07-08: _____% Source: Client charts	50% of participants demonstrate progress in achieving independent living skills program.	Measuring Instrument: Client progress report When Measured: Monthly

Goal 6: Maximize consumer-driven and wellness principles in service delivery.
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