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1. Service Overview

The Contractor agrees to provide to Department of Health Care Services (DHCS) the services described herein:

- A. External Quality Reviews (EQR) for fifty-six (56) California Medi-Cal Mental Health Plans (MHP's) pursuant to: i) Title 42, Code of Federal Regulations (CFR), Part 438, Subpart E—External Quality Review, including Section 438.358; ii) the federal Centers for Medicare and Medicaid Services (CMS) EQR Protocols (*September, 2012 Version or other most recent version of this CMS EQR Protocol*); and iii) DHCS' State Quality Strategy for Medi-Cal Specialty Mental Health Services (SMHS) Waiver.
- B. The term of this Agreement is for three (3) years with the option of two (2) one-year extensions at the sole discretion of DHCS.

2. Service Location

The services shall be performed statewide, defined as the boundaries of the State of California or in border communities legally recognized in California Medi-Cal law. The base of operations for the project shall be within the City of Sacramento, California.

3. Service Hours

The services shall be provided during normal State business hours, 8:00 AM through 5:00 PM, Monday through Friday.

4. Project Representatives

- A. The project representatives during the term of this agreement shall be:

<p>Department of Health Care Services Mental Health Services Division Attn: Dina Kokkos-Gonzales MS 2702 P.O. Box 997413 1500 Capitol Avenue Sacramento, CA 95899-7413 Telephone: (916) 552-9005 Fax: (916) 440-7620 Email: dina.kokkos-gonzales@dhcs.ca.gov</p>	<p>Behavioral Health Concepts, Inc. William R. Holcomb 400 Oyster Point Blvd., Suite 440 So. San Francisco, CA 94080 Telephone: (650) 877-8111 Fax: (650) 877-8129 Email: wrholcomb@gmail.com</p>
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B. Direct all inquiries to:

<p>Department of Health Care Services Specialty Mental Health Services Division Quality Assurance Unit Attn: Monika Grass MS 2702 P.O. Box 997413 1500 Capitol Avenue Sacramento, CA 95899-7413 Telephone: (916) 319-8525 Fax: (916) 440-7620 Email: monika.grass@dhcs.ca.gov</p>	<p>Behavioral Health Concepts, Inc. William R. Holcomb 400 Oyster Point Blvd., Suite 440 So. San Francisco, CA 94080 Telephone: (650) 877-8111 Fax: (650) 877-8129 Email: wrholcomb@gmail.com</p>
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

A. Overview

The Contractor shall review the performance of fifty-six (56) county Medi-Cal MHPs contracted with DHCS to provide Medi-Cal covered specialty mental health services to Medi-Cal beneficiaries under the provisions of Title XIX of the federal Social Security Act. These fifty-six (56) county MHPs provide Medi-Cal SMHS in all jurisdictions throughout California's fifty eight (58) counties. Two (2) county MHPs include two California counties under each MHP. The county Medi-Cal MHPs are authorized to provide these services through the Medi-Cal SMHS Federal Social Security Act Section 1915(b) "Freedom of Choice" waiver.

The Contractor shall conduct independent reviews of the county MHPs for quality of care, timeliness of services, and access to services provided or arranged for by the county MHPs. Pursuant to 42 CFR 438.358, these independent reviews shall include the validation and analysis of:

1. Quality of care performance measures (PMs).
2. County MHPs' performance improvement projects (PIPs).
3. County MHPs' health information system (HIS) capabilities.
4. State and county consumer satisfaction surveys.

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The Contractor shall also:

5. Include a diverse group of consumers and family members on the county MHP review teams.
6. Conduct client/family member focus groups and interviews with county MHP staff, providers and other stakeholders in each county MHP.
7. Complete special consultative services for DHCS related to quality and performance outcomes in the public mental health system.
8. Complete a final written report of each county MHP on an annual basis.
9. Complete an "Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities" (inclusive of a detailed technical report) to draw conclusions from the county MHP-specific reviews and reports.
10. Complete a statewide report of the results of PMs for the county MHPs.
11. Make public presentations of External Quality Review (EQR) results via either an electronic web-based presentation, an in-person statewide meeting/statewide conference, or other means.
12. Develop and maintain public websites that provide information and resources for evaluating and improving the quality of services provided by the county MHPs and their subcontracting providers.

To complete the fifty six (56) annual county MHP reports, annual aggregate statewide report and annual aggregate statewide PM report, the Contractor must develop PMs, PIPs, and conduct focused studies that match the evaluation measures being developed by the MHSD's Early Periodic, Screening Diagnosis and Treatment program (EPSDT) Performance Outcome System (POS) and MHSD's quality and data reporting measures being developed under the Katie A. court settlement (*Katie A. et al. v Diana Bonta et al. Case No. CV-02-05662 AHM [SHX]*).

The Contractor must also include in each county MHP report, the Annual Aggregate Statewide Report, and the Statewide PM report, an analysis of the impact of expansion of SMHS coverage effective January 1, 2014, to "newly eligible" adults under federal health care reform and SMHS and county MHP coordination efforts with DHCS' Medi-Cal Managed Care Division (MMCD) and other DHCS Medi-Cal programs to make recommendations for more comprehensive and coordinated care. These include efforts to improve SMHS and county MHP coordination with:

13. The Medi-Cal-only Seniors and Persons with Disabilities (SPDs) project.
14. Medi-Cal managed care plans (MCPs), the Fee For Service Medi-Cal (FFS/MC) program, and the Drug Medi-Cal (DMC) program.

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15. Federally qualified health centers and rural health clinics.
16. The Cal MediConnect program to promote coordinated care to dual eligible (i.e. both Medi-Cal and Medicare eligible) beneficiaries in eight (8) counties.
17. The Medi-Cal MCP rural health initiative.

The Contractor shall assure compliance with mandatory federal Medicaid external quality review organization (EQRO) regulations at Title 42, Code of Federal Regulations (CFR), Part 438, Subpart E—External Quality Review [Sections 438.310 through 438.370.]. Pursuant to Title 42, CFR, Section 438.358(b)(1) – (b)(3), the Contractor must assess and review relevant aspects of county MHP’s quality assessment and performance improvement systems to determine compliance with Title 42, CFR, Part 438, Subpart D—Quality Assessment and Performance Improvement [Sections 438.200 through 438.242].

B. Detail of Services

The Contractor shall conduct the following activities:

1. **The Contractor shall Develop an Annual On-Site Review Schedule For the 56 county MHPs**
 - a. The Contractor shall develop an annual schedule for on-site review of each county MHP. The Contractor shall develop the schedule in consultation with DHCS and the county MHPs. The schedule shall be included in the Semi-Annual Work Plan described in Section 5.B.12. of this SOW. Please see **Exhibit A Attachment 2, “California Counties By Population”**. Given fifty-six (56) county MHPs, the Contractor must complete approximately five (5) annual county MHP reviews and annual county MHP Preliminary and Final reports per month. The Contractor shall schedule monthly county MHP reviews and complete annual Preliminary and Final county MHP reports taking into account a monthly mix of county MHP sizes, regions and service delivery complexity. If the Contractor receives prior written authorization from DHCS in the Semi Annual Work Plan, then the Contractor may complete desk reviews of county MHPs that DHCS determines are high performing in place of a full onsite reviews.
 - b. Sixty (60) calendar days prior to each scheduled county MHP on-site review, the Contractor shall communicate the parameters of the on-site visit to the county MHP. As a part of this communication of on-site visit parameters, the Contractor shall:
 - 1) Contact each county MHP and request them to identify, by name and title: the probable staff, providers and other stakeholders to be interviewed; the

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contact person(s) with whom to arrange focus group(s) of consumers and family members; and identify the preliminary data needed. The Contractor shall provide the county MHPs with fifteen (15) calendar days from receipt of this notice from the Contractor to reply to Contractor.

- 2) Arrange for a conference call with the appropriate county MHP staff no later than thirty (30) days prior to the scheduled on-site review. The purpose of this call is to review the EQRO report completed the prior year. The conference call shall also address how the county MHP responded to the recommendations raised in the prior year's EQRO report.
- 3) Coordinate with the county MHP Operations Liaison regarding the requirements for performance evaluations, PMs, PIPs HIS measures that shall be used for the on-site review.
- 4) Notify DHCS if a consumer or family member is not part of the review team, including the reason why consumer or family member participation in the on-site review was not possible.

2. The Contractor shall Train and Provide Technical Assistance to all the Contractor's Staff and Subcontractors/Consultants for Annual County MHP On-Site Reviews

- a. The Contractor shall train the Contractor's staff and all subcontractor/consultant reviewers to familiarize them with: the county MHP organizations and service systems to be reviewed; the important population characteristics of each county MHP's geographic areas; how to highlight current known issues and complexities at the respective county MHPs, or issues in the communities served, that may or should impact each county MHP's service delivery system; the trends identified in the prior years' reviews; the interview techniques and data gathering tools that should be utilized during the review, including medical record abstraction tools.
- b. Pursuant to 42 CFR 438.354, the Contractor, its staff, and any subcontractors/consultants must have a minimum of the following: experience and knowledge of Medicaid beneficiaries, policies, data systems, and processes; experience and knowledge of managed care delivery systems, organizations, and financing; experience and knowledge of quality assessment and improvement methods; experience and knowledge of research design and methodology, including statistical analysis; sufficient physical, technological, and financial resources to conduct EQR or EQR-related activities; and other clinical and nonclinical skills necessary to carry out EQR or EQR related activities and to oversee the work of any subcontractors.

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- c. Pursuant to 45 CFR 438.354, the Contractor, its staff, and all potential subcontractors/consultants shall be independent from the State Medicaid agency and from the MHPs.
 - d. Pursuant to 42 CFR 438.356, if the Contractor chooses to utilize subcontractors, then the Contractor shall be accountable for, and oversee, all subcontractor functions.
 - e. The Contractor shall provide continuing education to Contractor staff, subcontractors and consultants designed to update their knowledge of changes to the Medi-Cal system; state and federal Medi-Cal/Medicaid policies; developments in information systems employed by providers, county MHPs or DHCS; and changes within county MHPs and/or DHCS. Training should also include, but is not limited to, updates regarding parallel DHCS/MHSD POS activities that impact this contract including the EPSDT POS and Katie A court settlement; implementation of federal health care reform and other DHCS healthcare initiatives; increased coordination of Medi-Cal SMHS with the services provided by the Medi-Cal MCPs, FFS/MC Program, and DMC Program; federal Health Insurance Portability and Accountability Act (HIPAA) issues, current issues in cultural competency, as well as any other areas of concern or interest.
 - f. The Contractor shall provide, after each annual review, individualized technical assistance to county MHP staff on topics related to external quality review to meet the quality improvement standards and to maximize the utility of the external quality review process as a quality improvement tool.
 - g. The Contractor shall recruit and train a diverse group of consumers and family members from around the State who shall participate as part of each on-site review team.
- 3. The Contractor Shall Complete Annual On-Site Reviews of the Fifty-Six (56) County MHPs**

Pursuant to 42 CFR 438.352, the following section shall detail the EQR protocols described in the section and shall specify: the data to be gathered; the sources of the data; the activities and steps to be followed in collecting the data to promote accuracy, validity, and reliability; the proposed methods for validity, analyzing and interpreting the data once obtained; and instructions and guidelines necessary for implementing the EQR protocol.

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The Contractor will utilize its annual County MHP on-site or desk reviews to create Preliminary County MHP Reports. The Contractor shall incorporate all activities of this Section 5.B.3. and include feedback received from the respective county MHP and DHCS during the on-site or desk review period to create these Preliminary County MHP Reports. The Contractor shall submit the Preliminary Annual County MHP Reports to DHCS no later than thirty (30) days after completion of the on-site review.

The Annual County MHP Review and Annual Preliminary County MHP Report shall include the following:

a. Federal Data Integrity Requirements for HIS

Utilizing the Information System Capabilities Assessment (ISCA) protocol approved by DHCS, documentation of the extent to which each county MHP and its subcontracting providers meets federal data integrity requirements for HIS, as identified in Title 42, Code of Federal Regulations (CFR) Section 438.242, including an evaluation of the county MHP's reporting systems and methodologies for calculating PM rates. The Contractor shall assess whether each county MHP and its subcontracting providers maintain HIS systems that collect, analyze, integrate, and report data to achieve the objectives of the quality assessment and performance improvement program. The Contractor shall assess whether each subcontracting provider and county MHP's HIS collects data on enrollee and provider characteristics and that the data is accurate and complete by:

- 1) Verifying the accuracy and timeliness of data reported to, and by county MHPs;
- 2) Screening provider and county MHP data for completeness, logic, and consistency;
- 3) Collecting service information reported by providers and county MHPs in standardized formats to the extent feasible and appropriate.

b. Performance Measures

A report on a minimum of twelve (12) PMs in Contract Year 1 and sixteen (16) PMs in each subsequent contract year approved by DHCS that shall be included in the annual county MHP Report and the annual statewide PM report. PMs may have multiple indicators. PMs may include national performance measures including Healthcare Effectiveness Data and Information Set (HEDIS) measures

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approved by the National Committee for Quality Assurance (NCQA) and determined by DHCS to be applicable to the county MHPs as specified in Title 42, CFR Section 438.204(c). DHCS may develop and implement its own PMs. Pursuant to 42 CFR 438.358(b)(2), Contractor shall report on PMs as described in Title 42, CFR, Section 438.240(b)(2), including: specifications for the eligible population for each measure; data collection methodology; identifying the appropriate numerator and denominator and calculating rates. If DHCS requests assistance, then the Contractor shall assist DHCS in the development of new Department-developed PMs during the term of this contract to measure either county MHP or DHCS performance. Additionally, if DHCS requests assistance, then the Contractor will assist DHCS in modifying PMs in use with other entities, but that require refinement for use with the Medi-Cal Specialty Mental Health managed care population as requested by DHCS and agreed to by Contractor in the semi-annual work plan. County MHP performance may also be evaluated at a special population level. For example, Seniors and Persons with Disabilities (SPDs), Duals (beneficiaries with Medicare and Medi-Cal coverage), or children in the Katie A court settlement "subclass".

- 1) Mandatory PMs shall include:
 - a) Total Beneficiaries Served by each county MHP.
 - b) Total Costs per Beneficiary Served by each county MHP.
 - c) Penetration Rates in each county MHP.
 - d) Count of Therapeutic Behavioral Services (TBS) Beneficiaries Served Compared to the four percent (4%) Emily Q. Benchmark.
 - e) Total Psychiatric Inpatient Hospital Episodes, Costs, and Average Length of Stay.
 - f) Psychiatric Inpatient Hospital 7-Day and 30-Day Recidivism Rates.
 - g) Post-Psychiatric Inpatient Hospital Discharge 7-Day and 30-Day SMHS Follow-Up Service Rates.

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- 2) As determined by DHCS in consultation with the county MHPs and other stakeholders and agreed to by Contractor in the semi-annual work plan, the Contractor will develop other PMs during the contract term for:
 - a) Timely Access to Services, including whether each county MHP meets and requires its providers to meet a specific standard for timely access to SMHS. (42 CFR 438.206(c)(1)).
 - b) Delivery of SMHS in a culturally competent manner, including those with limited English proficiency and diverse cultural and ethnic backgrounds. (42 CFR 438.206(c)(2)).
 - c) The coordination of SMHS services and sharing of results with the provision of Medi-Cal non-specialty mental health and physical health care services provided by Medi-Cal MCPs, the FFS/MC program, and DMC program, and ensuring that the process of coordinating care protects each enrollee's privacy in accordance with 45 CFR part 160 and 164 subparts A and E, to the extent they are applicable. (42 CFR 438.208(b)).
- 3) The Contractor must apply the following stratification to all of the above PMs, as applicable:
 - a) Age groupings including:
 - i. All EPSDT;
 - ii. Infants/toddlers;
 - iii. Children;
 - iv. Youth to age 18;
 - v. Transition age youth (TAY) 19 – 21;
 - vi. Adults; and
 - vii. Older adults as appropriate to each PM;
 - b) Foster care enrollees;
 - c) Gender;
 - d) Ethnicity/language;
 - e) SMHS Service Types;
 - f) Mental health diagnosis code groups/categories.

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- 4) In addition, Contractor shall develop, in collaboration with DHCS, the county MHPs and other stakeholders:
 - a) A PM to measure the provision and effectiveness of services provided to the Katie A. "sub-class". DHCS shall approve the indications for this PM, as agreed to by the Contractor and included in the Contractor's semiannual work plan. Such indications may include:
 - i. Provision of Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS), and Therapeutic Foster Care (TFC);
 - ii. Review of county MHP Katie A. quarterly reports;
 - iii. The extent of implementation of client and family teams (CFTs) in accordance with the principles of the California Department of Social Services (CDSS) Core Practice Model (CPM);
 - iv. Provider, county and state HIS data linkages to county or state child welfare system (CWS) electronic systems.
- 5) In collaboration with DHCS and other relevant stakeholders, the Contractor shall develop one (1) additional PM in each of the following five (5) areas for SMHS services as identified by the EPSDT POS Advisory Task Force:
 - a) Access;
 - b) Client/family/community engagement in services;
 - c) Services appropriate to need;
 - d) Effectiveness of services;
 - e) Linkage to non-SMHS services and supports.
- 6) PMs and/or multiple indicators for PMs shall address the following questions, as applicable:
 - a) Are penetration rates appropriate to the population?
 - b) Are the services being measured cost-effective in terms of successful outcomes?
 - c) Are services provided in a culturally-competent manner, appropriate to the community's languages and cultures, including those with limited English Proficiency and diverse cultural and ethnic backgrounds?

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- d) Are Medi-Cal beneficiaries able to access the services they need in a timely manner, by ensuring the following:
 - i. Meeting State standards for timely access to care and services, taking into account the urgency of the need for services;
 - ii. Ensuring that the network providers offer hours of operation that are no less than the hours of operation offered to commercial enrollees or comparable Medicaid fee-for-service, if the provider serves only Medicaid enrollees; and
 - iii. Making services included in their contract available 24 hours a day, 7 days a week, when medically necessary? (42 CFR 438.206(c)(1))
- e) Do beneficiaries in each county MHP have adequate access to SMHS services?
- f) Do the county MHP and their subcontracting providers adequately provide quality services?
- g) Is adherence to continuous quality improvement demonstrated in county MHP and subcontracting providers' processes and HIS?
- h) Are service interventions working? For example:
 - i. Are beneficiaries improving and showing fewer symptoms?
 - ii. Are beneficiaries doing better in the life domains of stable living situation, employment, school attendance, criminal justice involvement, and other health needs such as substance use?
 - i) Are community based services, such as community support groups, available?
- 7) The Contractor, in collaboration with DHCS, shall also consider external research in order to develop PMs including but not limited to: i) the MHSOAC Evaluation Master Plan; ii) the model of the future mental health system envisioned by the National Association of State Mental Health Program Directors (NASMHPD) and the NASMHPD Research Institute; iii) The President's New Freedom Commission Report (2003); iv) grant initiatives developed by the federal Substance Abuse and Mental Health Services Administration's (SAMHSA) Center for Mental Health Services; and v) the SAMSHA developed national outcome measures (NOMs).

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- a) All of the PMs identified by DHCS must be reported for each county MHP.
 - b) DHCS may periodically replace or rotate these PMs each contract year.
- 8) The Contractor shall include one or more indicators for mandatory PMs 01-07 and one or more indicators for five (5) additional PMs in the Contract Year 1; and for nine (9) additional PMs in Contract Years 2 through 5. For the five (5) additional PMs required in Contract Year 1, and nine (9) additional PMs required in Contract Years 2-5, Contractor shall include PMs for the items described in b.2), b.4), and b.5). All of Contractor's proposed PMs shall be approved by DHCS and included in Contractor's semi-annual work plan.
- c. Performance Improvement Project Guidelines

Contractor shall develop a Performance Improvement Project (PIP) Guideline for the county MHPs and a PIP Validation Tool. Pursuant to 42 CFR 438.358(b)(1), Contractor shall evaluate each county MHP's contractually required Performance Improvement Projects (PIPs) as described in Title 42, CFR, Section 438.240(b)(1). This evaluation shall include an assessment of county MHPs' study methodology, an evaluation of the overall validity and reliability of PIP results through field reviews, and a central research team analysis with oversight by the Contractor's subject matter experts. The Contractor shall also issue quarterly status reports to DHCS on all PIPs pursuant to Section 5.B.8. of this SOW. The Contractor's PIP quarterly reports shall include:

- 1) Issuance of the PIP Guidelines for Plans or update existing PIP approval guidelines to the county MHPs in Contract Year 1.
- 2) Development of a PIP Validation Tool approved by DHCS in Contract Year 1.
- 3) Provision of training and technical assistance to county MHPs and SMHS subcontracting providers on the PIP Guidelines.
- 4) Review county MHP, small group and statewide PIPs.
- 5) Evaluation of each county MHP's PIPs in clinical and non-clinical areas.
- 6) Measurement of each county MHP's PIP performance using objective indicators.
- 7) Evaluation of each county MHP's implementation of PIP system interventions to achieve improvement in quality.

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- 8) Evaluation of the effectiveness of the MHPs PIP interventions.
- 9) Planning and initiation of activities for increasing and sustaining PIP improvement.

The Contractor shall develop the PIP guidelines for issuance to county MHPs and shall review and approve county MHP and small group PIP's in accordance with Protocol #3, PIPs in CMS EQR Protocols (*September, 2012 Version*) or other most recent version of the CMS EQR Protocol. This CMS Protocol is contained in Attachment 1 of this Scope of Work entitled Evaluation of Performance Improvement Projects.

Contractor shall collaborate in the development of statewide PIPs with DHCS, county MHPs and other stakeholders.

- d. Inclusion of a diverse group of consumers and family members as part of the on-site review team.
- e. Assurances that MHP Quality Requirements are Being Met

Ensuring that each county MHP meets quality requirements by conducting:

- 1) Focus groups to obtain client and family member perspective; and
- 2) Interviews with providers and other stakeholders identified by the Contractor as relevant in the review.

- f. Examinations of Consumer Satisfaction Surveys

The Contractor shall include an examination of consumer satisfaction surveys conducted by DHCS, county MHPs or subcontracting providers. Results shall detail satisfaction specific to each county MHP and note where responses are determined to be statistically significant.

- g. Assisting DHCS to Develop PMs

Contractor shall assist in the development of PMs described in Section 5.B.3.b 2) a)-c) and Section 5.B.3.b.4) a). The Contractor shall collaborate with DHCS, the county MHPs, providers and other stakeholders to assess various options and make recommendations for:

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- 1) Improving timely access to services by each county MHP in conformance with Title 42, CFR, Section 438.206 (c) (1), including whether each county MHP and its providers meet a specific standard for timely access to SMHS care and services, taking into account the urgency of the need for services [Title 42, CFR, Section 438.206 (c) (1) (i)].
- 2) Improving each county MHP's delivery of SMHS in a culturally competent manner to Medi-Cal enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds [Title 42, CFR, Section 438.206 (c) (2)]
- 3) Improving the manner and degree to which each county MHP coordinates SMHS services and shares results with Medi-Cal non-specialty mental health and physical health care services provided by the FFS/MC, Medi-Cal MCP, and the DMC programs while ensuring each enrollee's privacy [Title 42, CFR Section 438.208 (b)].
- 4) Improving the degree to which each county MHP and subcontracting providers are implementing requirements developed by DHCS for the Katie A Court Settlement (*Katie A., et al., V. Diana Bonta, et al., Case No. CV-02-05662 AHM [SHX]*) and the EPSDT Program Performance Outcome System (POS), as required by Welfare and Institutions (W&I) Code Section 14707.5.

Activities conducted by the Contractor under this Section 5.B.3.g. may be billed by Contractor as Special Consultative Services pursuant to Section 5.B.15. of this SOW.

DHCS shall approve all PMs.

h. Collaboration with MHSD/Program Oversight and Compliance Branch (POCB)

Conferring and collaborating with MHSD/POCB to review and obtain any information and data available from POCB's, Triennial Compliance Reviews, and any other POCB data which is pertinent to the EQR of each county MHP. Additionally, the Contractor shall collaborate with POCB to provide training and technical assistance to the county MHPs.

i. Structure of Annual County MHP Review and Annual Preliminary County MHP Report

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Activities specified in Sections 5.B.3.a. through 5.B.3.h. shall be designed by the Contractor to obtain information that synchronizes as closely as possible with mental health evaluation efforts being conducted by the California Mental Health Services Oversight and Accountability Commission (MHSOAC), MHSD's EPSDT POS, implementation of the Katie A. court settlement, MHSD's POCB, Triennial Compliance Reviews and linkage of SMHS service data with Medi-Cal MCPs, FFS/MC, and DMC program service data to potentially develop standardized reports, templates or data dashboards that display aggregated trends regarding beneficiaries' progress in various domains of their lives.

4. The Contractor Shall Complete Fifty-six (56) Annual County MHP Reports

The findings and results of the reviews completed under Section 5.B.3. of this SOW shall be included in the annual report for each county MHP. The Contractor shall include in each report their overall assessment of the quality of outcomes; timeliness of, and access to, the services provided by each county MHP [Title 42, CFR Section 438.204(d)]; and whether each county MHP and their subcontracting providers are able to provide SMHS services that are sufficient in amount, duration and scope to reasonably be expected to achieve the purpose for which the services are furnished [Title 42, CFR Section 438.210 (a) (3) (i)]. The Contractor shall also make recommendations and describe in the annual county MHP reports any areas that need improvement to support the State, counties and subcontracting providers in their informed programmatic and fiscal decision-making process.

a. Contents of Annual County MHP Reports

The Annual County MHP Reports shall:

- 1) Identify areas of systematic strengths and weaknesses within each county MHP's service delivery system and strategies to improve performance.
- 2) Identify and recommend strategies that are strength-based, solution-focused, culturally sensitive, action oriented and common sense driven.
- 3) Provide recommendations to increase accurate data collection, verification, analysis and integration/connectivity between state, county and provider-level HIS systems.
- 4) Be posted to county MHP websites to ensure transparency.
- 5) Be used to support counties with programmatic and fiscal decision making.

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b. Technical Assistance

DHCS and Contractor shall continue the collaborative process after each annual county MHP report is issued by providing technical assistance and training to county staff and subcontracting providers on how to interpret and utilize the data to improve services and programs.

c. Submission of Preliminary Annual County MHP Reports

The Contractor shall submit its Preliminary Annual County MHP Reports to DHCS no later than thirty (30) days following the completion of the on-site review. DHCS shall only reimburse the Contractor for a Preliminary County MHP Report if that report contains a complete analysis of all items contained in Section 5.B.3. DHCS shall notify the Contractor that the Preliminary County MHP Report is complete, in acceptable format, and has been approved for final review within five (5) working days of DHCS's receipt of the Preliminary County MHP Report.

d. DHCS Review of Preliminary Annual County MHP Reports

DHCS shall complete reviews and comments on each Preliminary County MHP Report and shall submit these comments to the Contractor no later than thirty (30) calendar days after DHCS has received each Preliminary County MHP Report.

e. Final DHCS Approved Preliminary Annual County MHP Reports

The Contractor shall have thirty (30) days after its receipt of DHCS' review/comments of each Preliminary County MHP Report to finalize the report. Following DHCS's confirmation that all comments and concerns have been addressed, DHCS will deem the report as the Final DHCS Approved County MHP Report. If the Contractor does not receive formal comments from DHCS (either by letter, e-mail, meeting or teleconference) within thirty (30) calendar days of DHCS's receipt of the Preliminary County MHP Report to DHCS, then the report shall be deemed as approved as the Final DHCS Approved County MHP Report.

f. Payment Specifications for Annual County MHP Reports

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- 1) For each contract year, the Contractor shall be paid for the following deliverables for the Annual County MHP Reports.
 - a) Fifty-six (56) Preliminary Annual County MHP reports submitted to DHCS.
 - b) Fifty-six (56) final Annual County MHP Reports submitted to DHCS.
- 2) Payment for the deliverables in this section shall represent payment in full for all work associated with the Contractor completing activities in Sections 5.B.1 – 3.f., 3.h., 3.i., 4., 9. – 11. a., 12. – 14. and 16. of this SOW—except for issuance/completion of the quarterly status reports to DHCS on all PIPs as described in the first paragraph of Section 5.B.3.c. These Quarterly PIP Status Reports are reimbursed separately under Paragraph 5.B.8 of this SOW.
- 3) Payments for the Preliminary and Final DHCS Approved Annual County MHP Reports are to be based on the assumptions that there shall be twelve (12) PMs for each county MHP in Contract Year 1; sixteen (16) PMs for each county MHP in Contract Years 02 through 05; and two (2) PIPs (either county-specific, small group, or statewide) per county MHP in all contract years.
- 4) Costs for special consultative services provided to DHCS under Sections 5.B.3.g. and 5.B.11.b. shall be paid for under the terms specified in Special Consultative Services in Section 15 of this SOW.
5. **The Contractor Shall Complete Annual Aggregate Statewide Reports of County MHP/SMHS Waiver Services and Activities**
 - a. **Timing of Annual Aggregate State Wide Report of County MHP/SMHS Waiver Services and Activities**

The Contractor shall deliver to DHCS a written Preliminary Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities on or before August 31st of each year.
 - b. **Preliminary Annual Aggregate State Wide Report of County MHP/SMHS Waiver Services and Activities Contents:**

The Preliminary Annual Aggregate State Wide Report of County MHP/SMHS Waiver Services and Activities shall include:

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- 1) Evidence of federal data integrity requirements for HIS;
 - 2) An overview of the results of PMs (as displayed in detail in the Annual Aggregate Statewide Performance Measurement Report);
 - 3) An overview of PIP results;
 - 4) Inclusion of diverse consumers and family members on county MHP on-site review teams;
 - 5) Results of client and family member focus groups and interviews with providers and other stakeholders;
 - 6) An analysis of consumer satisfaction surveys conducted by DHCS, the county MHPs or subcontracting providers.
 - 7) A technical report, in accordance with Title 42 CFR Section 438.364, which describes the manner in which the data from all activities conducted as part of the EQR were compiled and analyzed. The technical report shall include the:
 - a) The objectives;
 - b) The methods of data collection and analysis;
 - c) A description of data obtained;
 - d) The limitations of the data; and
 - e) Conclusions drawn from the data.
 - 8) An assessment of each county MHP's strengths and weaknesses with respect to the quality, timeliness and access to specialty mental health services, including strengths and weaknesses on these issues from a cultural competence perspective.
 - 9) Recommendations from consumer/family contractors as well as cultural competence consultants, for improving the quality of specialty mental health services furnished by each county MHP.
- c. Reimbursement for Annual Aggregate State Wide Report of County MHP/SMHS Waiver Services and Activities

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To be considered as reimbursable by DHCS, a Preliminary Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities must include all items contained in Section 5.B.3. and 5.B.5 of this SOW for all county MHPs.

d. DHCS Review of Annual Aggregate State Wide Report of County MHP/SMHS Waiver Services and Activities

DHCS shall review and comment on the Preliminary Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities and shall submit this information to the Contractor no later than forty-five (45) calendar days after DHCS has received the preliminary report from the Contractor.

e. Final DHCS Approved Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities

Contractor shall have thirty (30) calendar days after receipt of DHCS' review/comments of each Preliminary Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities to issue the final report. If the Contractor does not receive formal comments from DHCS (either by letter, e-mail, meeting or teleconference) within forty-five (45) calendar days of DHCS's receipt of the Preliminary Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities, then the report shall be deemed to be the Final Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities.

f. Payment Specifications for Preliminary and Final Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities

- 1) For each contract year, the Contractor shall be paid for the following deliverables for the Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities.
 - a) One (1) Preliminary Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities submitted to DHCS.
 - b) One (1) Final Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities submitted to DHCS.
- 2) Payment for these deliverables shall represent payment in full for all work associated with Section 5.B.5 of this SOW.

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- 3) Payments for these deliverables are to be based on the assumption that, there shall be twelve (12) PMs for each county MHP in Contract Year 1; sixteen (16) PMs for all county MHPs in Contract Years 2 through 5; and two (2) PIPs (either county-specific, small group, or statewide) per county MHP in all contract years.

6. The Contractor Shall Complete Annual Aggregate Statewide Performance Measurement (PM) Reports

a. Annual Aggregate Statewide PM Report Deadline

Contractor shall deliver to DHCS the written Annual Aggregate Statewide PM Report on or before August 31st of each year.

b. Annual Aggregate Statewide PM Report Contents

With respect to PM rates, the Annual Aggregate Statewide PM Report must contain, at a minimum:

- 1) Stratification of all PMs into a separate table, chart or graph for each stratification variable which can be applied to the data as described in Section 5.B.1.b.3)a)-f) [i.e., age groupings, foster care enrollees, gender, ethnicity/language, MSHS service types, mental health diagnosis code groups/categories.]
- 2) A comparison of each county MHP's rate with the Medi-Cal SMHS waiver average (i.e. the average of all county MHPs) for each measure and stratified variable.
- 3) A comparison of each county MHP's rate to the appropriate benchmarks where available, including, but not limited to:
 - a) National Medicaid specialty mental health averages;
 - b) Commercial specialty mental health service plan averages; and
 - c) The most current Healthy People target rates for specialty mental health services, if any.
- 4) Identification of potential areas for targeted improvement efforts by county MHPs.

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- 5) Performance trends for each measure across all previous reporting years by each county MHP and for the Medi-Cal SMHS waiver program.
- 6) Specific recommendations to DHCS for overall improvement strategies in PM performance rates.
- 7) The statistical significance of the PM rate variances between county MHPs presented in a manner that establishes the value of the findings and possible reasons for the differences.

c. DHCS Review of Annual Aggregate Statewide PM Report

DHCS shall review and comment on the Preliminary Annual Aggregate Statewide PM Report and shall submit this information to the Contractor no later than forty-five (45) calendar days after DHCS has received the preliminary report from the Contractor.

d. Final DHCS Approved Annual Aggregate Statewide PM Report

The Contractor shall have 30 days after receipt of DHCS' review/comments on the Annual Aggregate Statewide PM Report to correct any inaccuracies and to finalize the report. If Contractor does not receive formal comments from DHCS (either by letter, e-mail, meeting or teleconference) within forty-five (45) calendar days of DHCS's receipt of the Preliminary Annual Aggregate Statewide PM Report, then the report shall be deemed to be the Final DHCS Approved Annual Aggregate Statewide PM Report.

e. Reimbursement for Annual Aggregate Statewide PM Report

The Contractor will receive payment for the Annual Aggregate Statewide PM Report upon DHCS' final approval of the report.

7. The Contractor Shall Complete Public Presentations of the Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities and Annual Aggregate Statewide PM Report

- a. The Contractor shall conduct a public presentation of the "Approved Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities" and the "Annual Aggregate Statewide PM Report."
- b. This public presentation shall be presented in a form agreed upon, in writing, by the Contractor and DHCS in the Contractor's Semi-Annual Work Plan.

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- c. This public presentation shall be held no later than sixty (60) days after issuance of the final annual aggregate Statewide Report.
- d. The public presentation is considered to be an administrative function necessary for completion of the "Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities." Accordingly, there shall be no separate remuneration for costs associated with Section 5.B.7., but these costs shall be built into the rates for the Preliminary and Final Annual Aggregate Statewide Report of County MHP/SMHS Waiver Services and Activities under Section 5.B.5. Therefore, the Contractor shall not be permitted to submit separate invoices for activities conducted under Section 5.B.7.

8. The Contractor Shall Complete Quarterly PIP Status Reports

a. Timing of Quarterly PIP Status Reports

Beginning thirty (30) calendar days after the end of the first quarter of Contract Year 1 or such later date as specified by DHCS, and for each subsequent quarter of each contract year, the Contractor shall issue quarterly status reports to DHCS which track the status of all county MHP PIPs. The Contractor shall submit quarterly PIP status reports no later than thirty (30) calendar days after the end of each quarter, or such later date as specified, in writing, by DHCS.

b. Contents of Quarterly PIP Status Reports

The reports must identify all county MHP PIPs evaluated by the Contractor during the quarter, and identify potential and/or significant issues experienced by county MHPs during the most recent phase, as well as corrective actions recommended and corrective action taken by the county MHPs in remediation of identified problems. Additionally, the quarterly status report shall include an appendix listing all PIPs currently in process. In noting a county MHP's successful completion of each PIP phase, the Quarterly Report should also identify key findings and best practices that contributed to the PIP progress.

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c. DHCS Review of Quarterly Status Reports

DHCS shall review and comment on the Quarterly PIP Status Reports and shall submit this information to the Contractor no later than thirty (30) calendar days after DHCS has received the preliminary report from the Contractor.

d. Final DHCS Approved Quarterly PIP Status Reports

Contractor shall have thirty (30) calendar days after receipt of DHCS' review/comments of each Quarterly PIP Status Reports to issue the final report. If Contractor does not receive formal comments from DHCS (either by letter, e-mail, meeting or teleconference) within thirty (30) calendar days of DHCS's receipt of the Preliminary Quarterly PIP Status Report, then the report shall be deemed to be the Final Quarterly PIP Status Report.

e. Payments for Quarterly PIP Status Reports

DHCS shall provide the Contractor payment for each Quarterly PIP Status Report upon its determination that the report meets the requirements set forth in this Section.

9. The Contractor Shall Complete Monthly Status Reports

a. Timing of Monthly Status Reports

The Contractor shall prepare and submit a monthly Status Report to DHCS by the 10th of each month to be used as the basis for Contractor's monthly status meeting with DHCS, described in Section 5.B.10. of this SOW.

b. Contents of Monthly Status Reports

The Status Report shall be in a format approved by DHCS. The report shall itemize all completed tasks during the applicable month and shall include, at a minimum:

- 1) A description of technical assistance and trainings provided to county MHPs and providers, including topics of technical assistance or training, attendance, and affiliation of attendees.
- 2) A summary of on-site visits conducted that month, and on-site visits expected to start in the month following the report

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- 3) A summary of training provided to the Contractor's staff and Contractor's subcontractors/consultants to ensure that current federal Medicaid requirements and managed care plan principles are met.
 - 4) A description of all meetings attended by the Contractor related to the duties of this contract.
 - 5) A current action item log.
 - 6) A schedule of activities completed, continued and/or commenced in the month and any other issues of significance.
 - 7) A summary of Preliminary and Final reports completed by the Contractor during the month (draft, under review/reviewed by DHCS, and approved by DHCS).
- c. Payment for Monthly Status Reports

Monthly Status Reports are considered to be an administrative function necessary for conducting and completing the Annual County MHP Reports. Accordingly, there shall be no separate remuneration for costs associated with Section 5.B.9. These costs shall be built into the rates for completion of the Preliminary and Final DHCS Approved Annual County MHP Reports in Section 5.B.4. The Contractor shall not be permitted to submit separate invoices for activities conducted under Section 5.B.9. Rather, these costs shall be included in the rates for the Preliminary and Final DHCS Approved Annual County MHP Reports under Section 5.B.4. of this SOW.

10. The Contractor Shall Conduct Regular Monthly Status Meetings, Coordination and Consultation with DHCS

- a. Timing of Monthly Status Meetings

Monthly status meetings shall ordinarily be scheduled for the last week of each month, or on such other date as the Contractor and DHCS may mutually agree, to allow DHCS staff sufficient time to review Contractor's monthly status report due on the 10th of each month.

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b. Contents and Structure of Monthly Status Meetings

The Contractor shall meet with the DHCS Contract Manager, key DHCS staff, stakeholders and others on a monthly basis to ensure adequate coordination of activities between the EQRO, DHCS and county MHPs and provide consultation as necessary.

These meetings shall include the following:

- 1) Meet with the DHCS Contract Manager, other key DHCS staff and others at a minimum once a month to ensure successful completion of activities required by this contract. The regular monthly meeting shall include on its agenda, at a minimum, all of the items described in Section 5.B.9. of this SOW.
- 2) Work with DHCS/MHSD's Program Oversight and Compliance Branch to plan and implement:
 - a) Appropriate follow-up activities for each county MHP after an EQRO on-site or desk review has occurred; and
 - b) Related activities as needed.
- 3) Consultation with DHCS on state regulatory, MHP contract, Medi-Cal SMHS waiver and State Plan changes; local and state-level HIS system changes that may be needed to meet federal and State Medicaid/Medi-Cal required quality assessment and performance improvement standards; and linkage/coordination of Medi-Cal SMHS with Medi-Cal MCP, FFS/MC and DMC services.
- 4) Provide consultation and ongoing data analysis to DHCS and the county MHPs concerning the annual county MHP reports, the annual statewide aggregate report and the annual statewide PM report as directed by DHCS. The Contractor shall distribute data concerning these reports to county MHPs and DHCS, and conduct training on the data as directed by DHCS.

c. Payment for Monthly Meetings

Coordination and Consultation with DHCS and Regular Monthly Status Meetings are considered to be an administrative function for conducting and completing the Preliminary and Final DHCS Approved Annual County MHP Reports. Accordingly, there shall be no separate remuneration for costs associated with Section 5.B.10. These costs shall be built into the rates for completion of the

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Preliminary and Final DHCS Approved Annual County MHP Reports. Contractor shall not be permitted to submit separate invoices for activities conducted under Section 5.B.10. These costs shall be included in the rates for the Preliminary and Final DHCS Approved Annual County MHP Reports under Section 5.B.4. of this SOW.

11. The Contractor Shall Attend Other Specified Meetings

a. Purpose of Meetings

Contractor shall attend major statewide meetings concerning the Medi-Cal SMHS Waiver to provide information, training and technical assistance to DHCS, other State agencies, other governmental agencies, county MHPs, subcontracting providers, and mental health stakeholders concerning the SMHS external quality review, active PMs, PIPs, the status of provider, county and State HIS, the annual county MHP reports and the annual statewide aggregate report.

b. Specific Meetings Contractor is Required to Attend

- 1) Contractor shall attend and participate in broader Task Forces, Workgroups, Committees, and Subcommittees of DHCS/MHSD concerning the Katie A. Court Settlement, EPSDT POS, integration and coordination with Medi-Cal MCP, FFS/MC and DMC program services and implementation of federal health care reform and other innovative or new delivery systems or service models for Medi-Cal services. Such participation shall be mutually agreed to by Contractor and DHCS in the Semi-Annual Work Plan.
- 2) Payment for specific meetings Contractor is required to attend is considered to be an administrative function for conducting and completing the Preliminary and Final DHCS Approved Annual County MHP Reports. Accordingly, there shall be no separate remuneration for costs associated with Section 5.B.11.b. These costs shall be built into the rates for completion of the Preliminary and Final Annual County MHP Reports. Contractor shall not be permitted to submit separate invoices for activities conducted under Section 5.B.11.b. These costs shall be included in the rates for the Preliminary and Final DHCS Approved Annual County MHP Reports under Section 5.B.4. in this SOW.

c. Payment for Attendance at Other Specified Meetings

From time to time, Contractor may be requested to participate on other projects/activities and participate in meetings, Task Forces, Workgroups,

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committees, subcommittees or in hearings not specified in this SOW. Such participation shall also be mutually agreed to by Contractor and DHCS in the Semi-Annual Work Plan. These activities shall be reimbursed pursuant to the provisions of Section 5.B.15., Special Consultative Services, in this SOW.

d. DHCS Approved Contractor's Meeting Materials and Presentations

The Contractor shall confer with the DHCS Contract Manager in advance to determine which meetings related to Section 5.B.11.a. through c. the Contractor shall attend. Contractor shall provide a summary presentation and copies of all meeting materials to be presented or discussed to the DHCS Contract Manager or designee at least ten (10) days in advance of the meeting.

12. The Contractor Shall Complete Semi-Annual Work Plans

a. Timing of Semi-Annual Work Plan

As a means to facilitate the coordination of EQRO activities between the Contractor and DHCS, the Contractor shall submit written and electronic copies of the Contractor's Semi-Annual Work Plan sixty (60) days prior to the beginning of each contract year and an updated one by December 31 of each contract year.

b. DHCS Review of Semi-Annual Work Plan

The Semi-Annual Work Plan shall be reviewed and approved by DHCS. DHCS shall provide written approval before the start of the new contract year.

c. Contents of Semi-Annual Work Plan

- 1) At a minimum, the Work Plan must include identification of all EQRO activities and tasks planned for the contract year as well as targeted timelines and completion dates for each activity.
- 2) Activities mutually agreed to by Contractor and DHCS as Special Consultative Services under Section 5.B.15. of this SOW shall also be included the Contractor's Semi-Annual Work Plan for the applicable contract year. These activities shall be budgeted and reimbursed according to the provisions of Section 5.B.15., Special Consultative Services in this SOW.

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d. Amendments to Semi-Annual Work Plan

Any amendments to the Semi-Annual Work Plan must be reviewed and mutually approved in writing by the Contractor and DHCS/MHSD.

e. Specific Requirements for Semi-Annual Work Plans for Contract Year 1

For Contract Year 1, the Contractor is expected to submit the initial Semi-Annual Work Plan by August 1, 2014, or such later date as specified by DHCS, and an updated Plan by December 31, 2014.

f. Payment for Semi-Annual Work Plans

Preparation of Semi-Annual Work Plans is considered an administrative function necessary for performance of the scope of work. Accordingly, there shall be no separate remuneration for costs associated with the production of a semi-annual work plan. Costs for the Semi-Annual Work Plan shall be included in the rates for the Preliminary and Final DHCS Approved Annual County MHP Reports under Section 5.B.4. in this SOW.

13. The Contractor Shall Create and Maintain a Medi-Cal SMHS EQRO Website

a. Timing of the Medi-Cal SMHS EQRO Website

By September 1, 2014, or such other date as mutually agreed to by DHCS and Contractor, the Contractor shall develop and maintain a website that provides information and resources for evaluating and improving the quality of services provided by California's county MHPs.

b. Contents of the Medi-Cal SMHS EQRO Website

The web-site shall include but not be limited to the following:

- 1) Material of interest to the county MHPs and California stakeholders.
- 2) Samples of materials from county MHPs such as Quality Improvement, Cultural Competency, and PIPs.
- 3) Reports and presentations including all Final DHCS Approved Annual County MHP Reports, all DHCS Approved Statewide Aggregate Reports of Medi-Cal SMHS services, and all DHCS Approved Annual Aggregate Statewide PM Reports.

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- 4) Other DHCS approved data analyses.
 - 5) Resources
 - 6) Schedules and other information regarding the program.
 - 7) Other useful web-sites and articles.
- c. Payment for the Medi-Cal SMHS EQRO Website

The Medi-Cal SMHS EQRO Website is considered to be an administrative function for conducting and completing the Preliminary and Final DHCS Approved Annual County MHP Reports. Accordingly, there shall be no separate remuneration for costs associated with Section 5.B.13. Contractor shall not be permitted to submit separate invoices for activities conducted under Section 5.B.13. These costs shall be included in the rates for the Preliminary and Final DHCS Approved Annual County MHP Reports under Section 5.B.4. in this SOW.

14. The Contractor Shall Complete Phaseout/Runout Activities

- a. Timing of Phaseout/Runout Activities

During the last three (3) months of the contract prior to expiration or termination, Contractor shall deliver to DHCS or another specified entity; all documents, records, reports, and databases produced under or as a result of this contract in a format specified by DHCS.

- b. Duties Associates with Phaseout/Runout

Contractor shall be required to perform all duties associated with Phaseout/Runout as identified in Exhibit E.

- c. Payment of Phaseout/Runout Activities

Phaseout/Runout activities are considered an administrative function necessary for performance of the Scope of Work. Accordingly, there shall be no separate remuneration for costs associated with Phaseout/Runout activities, but these costs shall be built into the rates for the Preliminary and Final DHCS Approved Annual County MHP Reports under Section 5.B.4. of this SOW. Contractor shall not be permitted to submit invoices for these activities. Moreover, the Contractor

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must satisfactorily complete all Phaseout/Runout activities before the final year's ten percent (10%) withhold can be released.

15. The Contractor Shall Complete Special Consultative Services

a. Types of Special Consultative Services

The Contractor may be asked to provide special consultative services under this Scope of Work to assist DHCS with additional activities undertaken as part of DHCS overall public mental health quality assessment and performance improvement strategy. At the direction of DHCS' Contract Manager or designee, the Contractor may be asked to complete activities, serve as a subject matter expert, generate additional data or specialized reports, provide training or technical assistance and/or represent DHCS on various Task Forces, Work Groups, Committees, and Subcommittees not already described in this Scope of Work.

b. Payment for Special Consultative Services

Billing for special consultative services shall be based upon hourly consultative rates for specified classifications (e.g. Biostatistician, Business Analyst, Communication and Outreach Consultant, Education and Training Consultant, Epidemiologist, Health Education Consultant, Information Technology Analyst, Nurse Consultant, Psychiatrist, Psychologist, Licensed Clinical Social Worker, Marriage and Family Therapist, Licensed Professional Clinical Counselor, Nurse Practitioner, Psychiatric Technician, Pharmacist and/or other specialty mental health services provider types including SMHS para-professionals, SMHS peer professionals, and consumers/family members with "lived" mental health experience).

c. Duration of Special Consultative Services

All special consultative services projects are to be short-term. Requests for special services that require either permanent reporting changes or continuing developmental assistance must be processed through the State contracting amendment procedures.

d. DHCS Requests for Special Consultative Services

All requests for special consultative services shall be transmitted in writing from DHCS to the Contractor. Each request, at a minimum, shall include:

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- 1) A description of the major functions, tasks, and activities required;
 - 2) The timeline/due date for any reports or identified deliverables;
 - 3) Specifications as to the medium and/or format of the desired deliverable;
 - 4) A listing of the Contractor's project requirements;
 - 5) Any other instructions, definitions, specifications, requirements, outcomes, tangible items, or products expected.
- e. Approval of Request for Special Consultative Services
- 1) No special consultative services shall be approved without a written agreement that includes the minimum defined requirements as set forth above, as well as the agreed upon cost for completion of the project. The amount of payment shall be based upon the professional classifications and number of hours agreed upon by the Contractor and DHCS in accordance with the Contractor's approved hourly rates for personnel classifications contained in Attachment 13.9 of this Agreement.
 - 2) Each special consultative services agreement must be signed by DHCS' Contract Manager or their authorized representative and an authorized representative of the Contractor, before any work may begin. Any work initiated without written authorization shall be deemed voluntary.

16. Requirements of Contractor Reports

a. Form of Reports

For each final approved report, the Contractor is required to submit six (6) bound hard copies, plus an electronic Microsoft Word or Excel (for data) and PDF versions transmitted via e-mail or on a CD as determined by DHCS. Preliminary (i.e. draft) reports in Microsoft Word or Excel, Version 2010 or other version as specified by DHCS, shall be submitted electronically via e-mail or the Contractor's internet portal.

b. Contents of Reports

The Contractor's reports, whether in preliminary or final form, shall reflect an understanding of the structure of the Medi-Cal Specialty Mental Health Services waiver program and California's public mental health system, standard accepted

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language use, appropriate format for footnotes and references, the abbreviations and acronyms used by DHCS and CMS, and consistent report format throughout. DHCS may specify, in consultation with the Contractor, a usage manual and style guideline to be used for reference when preparing preliminary and final reports. Any preliminary report not adhering to these requirements shall be returned to the Contractor by DHCS without review, and DHCS's review of preliminary reports shall not commence until the Contractor meets these requirements. Payment shall not be made for any final reports until these requirements are met.

c. Effect of Deficient Report

In the event that a preliminary or final report does not meet DHCS's satisfaction as described in Sections 5.B.4-6. or 5.B.8. of this SOW, DHCS may exercise one (1) of two (2) options:

- 1) DHCS may find the Contractor in default of its obligation to provide an acceptable report and payment may be withheld from, or negotiated with, the Contractor for that report; or
- 2) The Contractor shall be notified and shall receive ten (10) additional working days beyond the time period specified under this SOW for the Contractor to rectify the identified deficiencies in the respective report and submit a revised report to DHCS. If the Contractor does not meet DHCS's requirements for reporting at that time, DHCS may exercise Option (1).