

COUNTY OF SAN MATEO
Departmental Correspondence

DATE: **JAN 31 2001**

TO: Honorable Board of Supervisors
FROM: Margaret Taylor, Director, Health Services *MT*
SUBJECT: Agreement with Jefferson Union High School District

RECOMMENDATION

Adopt a resolution waiving the Request for Proposals process and authorizing the President of the Board to execute an agreement with Jefferson Union High School District for mental health, outreach, and primary health care services at the Daly City Youth Health Center (DCYHC).

Background

The goal of the Daly City Youth Health Center (DCYHC) is to provide free, confidential, and culturally sensitive primary medical care, mental health counseling, health education, vocational counseling, and mentoring to adolescents aged 13 to 21 years of age. Students and any other teens living within the Jefferson Union High School District boundaries may use these services. The DCYHC is in its tenth year of operation. The collaborative multi-service center provides comprehensive and integrated services, both on the school campuses and at the DCYHC. The agencies involved are San Mateo County Health Services, San Mateo County Office of Education's Youth Employment Program, Pilipino Bayanihan Resource Center, Daly City and Pacifica Police Departments, and San Mateo County Probation.

The Health Care for the Homeless Project (HCH) provides primary health care to individuals who meet the homeless criteria set forth by the federal Bureau of Primary Health Care. The HCH Project funds the Daly City Youth Health Clinic, Redwood City Youth Health Center, and Mobile Health Clinic. These sites provide medical care, outreach, education, and case management services to the homeless population. One of the primary goals of the project is to be an avenue for homeless individuals to receive medical and social services in a supportive, accessible environment. In addition, the HCH grant qualifies Health Services as a Federally Qualified Health Center (FQHC) provider, which makes the county eligible for cost-based reimbursement for outpatient medical services.

The previous agreement with Jefferson Union High School District was for \$355,464 for the term July 1, 1998 through June 30, 2000.

Discussion

Core services include physician exams, immunizations, acute illness and injury treatment, diagnostic screening, reproductive health exams, contraceptives, pregnancy and sexually transmitted infection screening, HIV testing, prescriptions, vision and hearing screening. The number of annual medical visits provided at DCYHC has increased 78% in the last five years. The number of annual visits increased by

120% in the last three years. The DCYHC receives funding from the HCH grant for mental health and outreach services to homeless, runaway and at-risk youth populations. In 1999-00 there were 788 patients considered to be in the at-risk category for homelessness.

Through the mental health component of the contract, DCYHC will provide mental health services to adolescents both in the clinic and on school campuses. A specialized assessment and treatment services program will also be provided to adolescents up to age 21 with known or suspected eating disorders. In addition mental health services will be provided to north county wards served by the Prevention of Repeat Offenders Program (PROP) for all three years of this agreement. In the last two-year agreement PROP was in place and funded only for FY1999-00.

We request that the RFP process be waived for this agreement because DCYHC is the only school-linked clinic for youth in North County and should be considered a unique provider.

Below is a summary of the contractor's service objectives:

<u>Performance Measure</u>	<u>1998-99 Actual</u>	<u>1999-00 Actual</u>	<u>2000-01 Projected</u>
<u>Mental Health</u>			
Maximum percent of children served who use Psychiatric Emergency Services	3%	0%	1%
<u>HCH</u>			
Percent of STD cases among homeless youth (13 to 21) tested at Daly City Youth Health Center	15%	19%	15%
Percentage of youth with identified health problems who are referred and receive follow-up health care	91%	96%	98%

Term and Fiscal Impact

The term of this agreement is July 1, 2000 through June 30, 2003. It contains a modified mutual hold harmless clause that has been approved by County Counsel. Risk Management has approved the insurance coverage

Delay in processing this agreement is due to Jefferson Union High School District's delay in signing the agreement

The total cost of the agreement for the three-year term is \$611,950. \$225,696 for homeless/at-risk youth primary care services, and \$386,254 for mental health services. It is estimated that \$75,232 will be required for FY2000-01 and has been included in the Hospital and Clinics budget. Health Care for the Homeless funds will cover \$56,647 of this cost, the remaining \$18,585 represents the net county cost and is part of the required match for HCH grant funds. Of the mental health services portion of the agreement (\$386,254), it is estimated that \$125,700 will be required for FY2000-01 and has been included in the Mental Health Services approved budget. Medi-Cal will cover \$18,333; of the remaining \$107,367 sales tax provided through realignment will cover 81%, or \$86,967. The remaining \$20,400 represents the net county cost for mental health services for FY2000-01.

RECOMMENDED

HEALTH SERVICES

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION WAIVING THE REQUEST FOR PROPOSALS PROCESS AND AUTHORIZING THE
EXECUTION OF AGREEMENT WITH
JEFFERSON UNION HIGH SCHOOL DISTRICT

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that,

WHEREAS, Ordinance Code Section 2.92.050 authorizes the Board of Supervisors to waive the Request for Proposals process in any situation where the Board of Supervisors determines that the best interest of the county could be served without the necessity of proposals;
and

WHEREAS, the Director of Mental Health Services has asked the Board to waive the Request for Proposals requirements for the provision of mental health, outreach services, and primary health care services at Daly City Youth Health Center; and

WHEREAS, this Board has determined that the best interest of the County would be served by waiving the Request for Proposals process; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby mental health services, outreach, and primary health care services will be provided at the Daly City Youth Health Center; and

WHEREAS, this Board has been presented with a form of the agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Request for Proposals process is waived, and the Board hereby authorizes the President of this Board of Supervisors to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto

AGREEMENT WITH JEFFERSON UNION HIGH SCHOOL DISTRICT
FOR MENTAL HEALTH SERVICES AND HEALTH CARE SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2000,
by and between the COUNTY OF SAN MATEO, hereinafter called County, and JEFFERSON
UNION HIGH SCHOOL DISTRICT, hereinafter called Contractor ,

W I T N E S S E T H

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of
performing the professional services hereinafter described for the Health Services Agency,
Mental Health Services Division, Hospital and Clinics Division, and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with
independent contractors for the furnishing of such services to or for County or any Department
thereof,

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS
FOLLOWS.

1 Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the
general direction of the Director of Health Services, or her designee, with respect to the product
or result of Contractor's services, shall provide mental health services and health care services for
at-risk and/or homeless teens as described in Schedule A, attached hereto and incorporated by
reference herein. Such services shall be provided in a professional and diligent manner.

2 Payments

A Maximum Amount. In full consideration of Contractor's performance of
the services described in Schedule A, the amount that County shall be obligated to pay for
services rendered under this Agreement shall not exceed SIX HUNDRED ELEVEN
THOUSAND NINE HUNDRED FIFTY DOLLARS (\$611,950) for the contract term.

B Rate of Payment. The rate and terms of payment shall be as specified in
Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval

of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3 Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Mutual Hold Harmless

It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.

It is further agreed that County shall defend, save harmless and indemnify Contractor, its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.

In the event of concurrent negligence of Contractor, its officers and or employees, and County, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified

5 Insurance

Neither Contractor nor County shall commence experience under this Agreement until all insurance and self-insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services and the Superintendent of Schools. County shall furnish Contractor and Contractor shall furnish County with the respective Certificates of Insurance and self-insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending both parties coverage to include the contractual liability assumed by County and Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the respective parties of any pending change in the limits of liability or of any cancellation or modification of the policy.

6 Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation

7 Assignments and Subcontracts

A Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee

C All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee s, subcontractor s or consultant s acts and/or omissions

D All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8 Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County s authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed

B Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater

C The contracting parties 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 10532)

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11 Notices

A Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed.

- 1) In the case of County's Mental Health Services, to

San Mateo County
Mental Health Services Division
225 37th Avenue
San Mateo, CA 94403

- 2) In the case of County's Health Care Services for At-Risk and/or

Homeless Teens, to

San Mateo County Health Center
222 West 39th Avenue
San Mateo, CA 94403
Attention: Administration

- 3) In the case of Contractor, to

Jefferson Union High School District
c/o Daly City Youth Health Center
2780 Junipero Serra
Daly City, CA 94015

B Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California

12 Venue

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of San Mateo County, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Francisco, California

13 Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2000 through June 30, 2003 This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands

COUNTY OF SAN MATEO

JEFFERSON UNION HIGH SCHOOL DISTRICT

By: _____
President, Board of Supervisors

By: _____
[Handwritten Signature]

Date _____

Date: November 14, 2000

ATTEST

By: _____
Clerk of Said Board

Date: _____

SCHEDULE C

Contract between County of San Mateo and Jefferson Union High School District hereinafter called Contractor

- a No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement
- b Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor s personnel policies shall be made available to County upon request
- c Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the Contractor(s)) hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s) (Check a or b)

- a () employs fewer than 15 persons.
- b (x) employs 15 or more persons and, pursuant to Section 84 7 (a) of the regulation (45 C F.R 84 7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation

Richard Boitano, Director of Pupil Personnel Services

Name of 504 Person - Type or Print

Jefferson Union High School District
Name of Contractor(s) - Type or Print

2780 Junipero Serra
Street Address or PO Box

Daly City CA 94015
City State Zip Code

I certify that the above information is complete and correct to the best of my knowledge

11-12-00
Date

Richard Boitano
Signature and Title of Authorized Official

*Exception: DHHS regulations state that

If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations). other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible

SCHEDULE A

JEFFERSON UNION HIGH SCHOOL DISTRICT. 2000-03

I MENTAL HEALTH SERVICES – SYSTEM OF CARE

In full consideration of the payments herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement

A. Contractor shall provide mental health services to youth at Daly City Youth Health Center (DCYHC). Youth served shall be referred by the medical staff at the Health Center, or by school personnel in the schools by the Health Center. All youth served shall meet the medical necessity criteria in the MHP Outpatient Services Manual referenced in Section III below. The services provided shall be in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality assurance requirements of the Short-Doyle/Medi-Cal Program. Services shall include the following

- 1 Assessment
- 2 Individual Therapy
- 3 Group Therapy and Counseling
- 4 Collateral Services and Family Counseling/Therapy
- 5 Crisis Intervention
6. Case Management/Brokerage
7. Client Centered Interagency Collaboration
- 8 Program-Related Interagency Collaboration
9. Rehabilitation Services (e.g., daily living skills)

B. Provide ninety-seven thousand five hundred sixty (97,560) units of service equivalent to one thousand six hundred twenty six (1,626) hours per year. One (1) unit equals one (1) minute of mental health service.

- C Serve approximately sixty (60) unduplicated clients per year
- D Mental health services rendered shall be under the supervision of Director, who may specify the kind, quality, and amount of the services and criteria, other than those set forth herein, for determining the persons to be served
- E Contractor shall participate in federal grant required evaluation activities

II PREVENTION OF REPEAT OFFENDERS PROGRAM (PROP)

- A Contractor shall provide mental health services to north county wards served by PROP. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality assurance requirements of the Short Doyle/Medi-Cal Program Services shall include the following
 - 1 assessment,
 - 2 individual therapy/counseling,
 - 3 group therapy/counseling,
 - 4 collateral services and family therapy/counseling;
 - 5 crisis intervention,
 - 6 case management/brokerage.
 - 7 client center interagency collaboration,
 - 8 program-related interagency collaboration, and
 - 9 rehabilitation services
- B Provide twenty-eight thousand four hundred eighty-eight (28,488) units of service equivalent to approximately four hundred seventy-five (475) hours per year. One (1) unit equals one (1) minute of mental health service.
- C Over the term of the agreement, Contractor shall serve approximately thirty-five (35) unduplicated clients per year

III MENTAL HEALTH SERVICES - Authorized by the MHP

San Mateo County MHP Community-Based Agency Outpatient Services Manual, Client Complaint/Grievance Procedure Manual, and Provider Complaint and Appeal Procedure are included by reference and incorporated herein

Contractor shall provide family treatment and support services to adolescents and their families or caregivers under the MHP. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Family Program, and clients known to be indigent, for whom the MHP has assumed responsibility. These services would be provided to adolescents up to the age of twenty-one (21), and live in the northern part of San Mateo County. The number of clients referred will depend on service demand.

Contractor shall provide assessment and treatment services to adolescents and their families or caregivers with known or suspected eating disorders. These services will be provided to adolescents up to the age of twenty-one (21) who live in northern San Mateo County, including Daly City, Pacifica, Brisbane, Colma, Broadmoor, parts of San Bruno and South San Francisco. The number of clients referred will depend on service demand.

- A All clients shall be authorized for service by the Mental Health Services Division's ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.
- B After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of the assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.
- C Services shall be available in English and Spanish and shall include the following:
 - 1 Assessment services
 - 2 Treatment services
 - a Brief individual, family and group therapy
 - b Collateral services, including contact with family and other significant service providers

IV OBJECTIVES

- Goal 1 Contractor shall maintain or enhance school performance for youth served
- Objective 1 Seventy-five percent (75%) of youth served will maintain eighty-five percent (85%) school attendance over the school year
- Goal 2 Contractor shall avoid more intensive levels of mental health services
- Objective 1 No more than ten percent (10%) of youth served will use psychiatric emergency services during the contract year.
- Goal 3 Contractor shall enhance program s cultural competence
- Objective 1 At least one (1) inservice training emphasizing cultural variables and competencies will be provided to all program staff by Contractor.
- Objective 2 All newly hired staff shall have some relevant trans-cultural experience and/or language capacity pertinent to the populations Contractor expects to be serving
- Goal 4 Contractor shall help youth stay out of trouble
- Objective 1 At least sixty-five percent (65%) of the youth served shall avoid new sustained law violations for one (1) year after entering the program

V HEALTH CARE FOR AT-RISK AND/OR HOMELESS TEENS SERVICES

Operation of the Health Center

In full consideration of the payments herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement

Contractor shall be responsible for the non-medical general operation and administration of the Health Center, including fiscal operations and coordinating with various agencies County shall be responsible for managing the provision of medical coverage in accordance with standards set forth by the State Department of Health Services and to ensure compliance with such standards

Location

The Health Center shall be located at 2780 Junipero Serra, Daly City, CA Contractor shall be responsible for utilities, maintenance, and structural modifications as are deemed necessary by Contractor, after consultation with County, for adaptation of the facilities designated for use as a Health Center, providing funding is available and approved by the Governing Body which is Contractor

Services

The population served by the Health Center shall be limited to students at Jefferson, Westmoor, Oceana, Terra Nova High Schools and Thornton Continuation High School, the Jefferson Adult School and Basic Skills Center, and any other teens living within the Jefferson Union High School boundaries, whether in school or not in school, may use these services. Students between the ages of thirteen (13) and twenty-one (21) years, and either have become emancipated minors, or have received parental/guardian written consent, or have reached the age of eighteen (18). Teens receiving reproductive health services do not require parent consent.

County and Contractor shall mutually agree on the content of the parent/guardian consent form to be used. Contractor shall assume responsibility for obtaining, verifying and maintaining a file of such written consents for County.

Furnishing and Equipment

Contractor shall be responsible for all furnishings, medical equipment, supplies, telephone installation, and service. All furniture and equipment invoiced to Contractor shall become the property of Contractor.

Staffing

County shall be solely responsible, including financial responsibility, for staffing of the Health Center's medical services as set forth in Schedule A. All medical personnel staffing the Health Center shall be employees or agents of County and where appropriate, governed by Medical Staff Bylaws of San Mateo County General Hospital. County shall be responsible for providing malpractice insurance for such employees. County shall consult with Contractor in the selection of medical staff.

Administrative oversight of County's medical staff shall be the responsibility of North County Health Center.

County shall delegate a member of its medical staff to be the Medical Administrator of the Health Center. The Medical Administrator shall supervise the medical components of all services provided by the Health Center so as to meet all requirements relating to the provision of medical services in the State of California and as described in Schedule A.

Contractor shall be responsible for staff hired by and through Contractor, which presently includes the following positions two (2) salaried clerical staff, three (3) salaried mental health counselors, one (1) contracted administrator, one (1) contracted vocational counselor, other project staff as mutually agreed by both parties, and one (1) contracted janitor Contractor has the right to approve the medical personnel placed in the Health Center and the right to approve any changes in the number of people covering the specified hours of service

Parties recognize that Contractor has performed services from July 1, 2000 through date of execution of this Agreement in anticipation of execution of this Agreement Parties agree that services are subject to all terms and conditions contained herein

A Health Care for At-Risk and/or Homeless Teens Services

Contractor shall target at-risk and/or homeless teens in San Mateo County, including those teens the staff determines are at risk for becoming at risk and/or homeless Teens may be referred through outreach or by self, friends, family, schools, or other community agencies Contractor shall collaborate with the Health Services Agency and the Hospital and Clinics Division to provide integrated outreach, primary care, and case management services at the DCYHC and school campuses.

1 For the period July 1 through June 30 of each contract year, services shall include the following and be complete by June 30 of the contract year services were provided

a GOAL #1 TO PROVIDE HEALTH EDUCATION INFORMATION

Objective 1.1 To provide health education and outreach to 500 homeless youth

- 1 On an annual basis, provide drop-in and other support services that attract 300 hard-to-reach youth to clinic sites
2. On an annual basis, provide culturally-competent health information to 300 Latino, African-American and Asian/Pacific Islander youth
- 3 On an annual basis, 200 women will have received specialized health information (e.g. birth control, HIV, etc.) through the DCYHC.

b GOAL #2 TO PROVIDE PRIMARY HEALTH CARE

Objective 2.1 To provide primary health care to 200 homeless youth

- 1 On an annual basis, assess and provide primary care services to 200 homeless youth at the DCYHC clinic that include physical exams, immunizations, testing/treatment for communicable (TB, HIV, STDs, etc) and chronic conditions (diabetes) and reproductive health services (family planning, counseling, etc)
- 2 On an annual basis, refer 125 homeless youth to follow-up health care services provided at the youth clinic site or other Health Services clinics

c. GOAL #3 TO PROVIDE CASE MANAGEMENT SERVICES

Objective 3.1. To provide case management assistance to 150-200 homeless youth.

- 1 On an annual basis, refer 150 homeless youth to basic enabling services such as housing, emergency food/clothing programs, GED/education programs, employment, and other support services to 100 homeless youth at the youth clinic site
- 2 On an annual basis, refer and provide on-site mental health counseling, health education and other support services to 100 homeless youth at the youth clinic site.

2 Reporting Requirements

a Submit to County:

- 1) the DCYHC Monthly Invoice for Homeless Services,
- 2) the Monthly Health Care for the Homeless (HCH) Demographics Fiscal Year Report, describing the demographics of new users;
- 3) the HCH Monthly Report on Grant Data Collection;
- 4) the HCH Monthly Report on User Characteristics;

- 4) the HCH Monthly Report on User Characteristics,
- 5) the HCH Monthly Report on Current Services Provided, and
- 6) the HCH Monthly Report on Diagnosis and Conditions

These reports must be submitted within ten (10) days after the end of each month

- 7) The Director of DCYHC will participate on the HCH Advisory Board and other appropriate committees.

B County shall provide the following services on a mutually agreed upon schedule and within budgetary authority of the County.

- 1 Physician
- 2 Nurse Practitioner
- 3 Registered Nurse
- 4 Community Worker
- 5 Clerical support

VI COMMUNITY CHALLENGE GRANT PROGRAM

In consideration of the payments described in Schedule B, County shall provide forty (40) hours each week of outreach, health education, and home visit support services to Contractor. The specific services to be provided shall be at the discretion of the Director of the DCYHC and in accordance with the goals and objectives of the Community Challenge Grant proposal. The outreach worker assigned to provide these services shall be hired with the consent and approval of the Director of the DCYHC. The outreach worker shall comply with all rules, regulations, and policies of the DCYHC.

SCHEDULE B

JEFFERSON UNION HIGH SCHOOL DISTRICT 2000-03

I MENTAL HEALTH PROGRAM SERVICES

In full consideration of the services provided by Contractor and subject to the provisions of paragraph 2A of this Agreement, County shall pay Contractor in the manner described below.

A Mental Health Services – System of Care

- 1 Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of SIXTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$63,600) for services provided under this Agreement for the period of July 1, 2000 through June 30, 2001
- 2 Payment by County to Contractor shall be quarterly County shall pay Contractor at a rate of FIFTEEN THOUSAND NINE HUNDRED DOLLARS (\$15,900) per quarter Contractor shall bill County on or before the tenth (10th) working day of the following month for the preceding quarter
- 3 Contract maximum for the period 2000-03 shall not exceed ONE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS (\$196,581) subject to Schedule B, I E.

B. Prevention of Repeat Offenders Program (PROP)

1. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of THIRTY-SEVEN THOUSAND ONE HUNDRED DOLLARS (\$37,100) for services provided under this Agreement for the period July 1, 2000 through June 30, 2001
2. Payment to Contractor shall be quarterly County shall pay Contractor at a rate of NINE THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS (\$9,275) per quarter. Contractor shall bill County on or before the tenth (10th) working day of the following month for the preceding quarter.

3 Contract maximum for the period 2000-03 shall not exceed ONE HUNDRED FOURTEEN THOUSAND SIX HUNDRED SEVENTY-THREE DOLLARS (114,673) subject to Schedule B, I E

C. Mental Health Services - Authorized by MHP

A Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) for services provided under this Agreement for the period July 1, 2000 through June 30, 2003.

1 Assessment Services (non-MD)

An assessment shall consist of at least one (1) face-to-face visit and be conducted by a licensed, waived, or registered mental health professional

	2000-01
Assessment (per case)	\$106

2. Treatment Services (non-MD)

Treatment Services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation) and be conducted by a licensed, waived, or registered mental health professional Rate of payment shall be as follows

	2000-01
Individual Therapy	\$50
Group Therapy	\$16
Collateral	\$50
Family Therapy (includes all members)	\$60
Clinical Consultation (telephone/15 minutes)	\$10

D. The contract increase for fiscal year 2000-01 in the amount of \$5,700 shall be Dedicated to salaries and benefits

- E After the first (1st) year, a cost-of-living adjustment (COLA) may be negotiated annually for the services listed in Sections A, B, and/or C Any COLA negotiated would be based on the Bay Area rate of inflation and available County financial resources.
- F Budget modifications may be approved by the Director of Health Services or her Designee, subject to the maximum amount set forth in Section 2.A. of this agreement
- G Claims shall be in the format specified by County Mental Health Services Division to which shall be attached a detail of charge All claims shall clearly reflect, and in reasonable detail, give information regarding the services for which claim is made
- H In the event this Agreement is terminated prior to June 30, 2003, Contractor shall be paid for only those units of service already provided pursuant to this Agreement Such billing shall be subject to the approval of the Director
- I Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual
- Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
- J. If the annual Cost Report provided to County shows that total payments to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health Services or her designee By mutual agreement of County and Contractor, contract savings or 'rollover' may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County.
- K. If County finds that performance is inadequate, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated or allowed to continue to the end of the term. Any unspent monies due to performance failure may reduce the following year's agreement.

- L In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- M Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later
- N It is projected that Contractor shall generate the following levels of federal share Medi-Cal reimbursement:

Daly City Youth Health Center	\$55,000
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II HEALTH CARE FOR AT-RISK AND/OR-HOMELESS TEENS PAYMENTS

In consideration of the services described in Schedule A, Section IV, Health Care for At-Risk and/or Homeless Teens Services, County shall pay Contractor monthly payments, upon Contractor's timely submission of satisfactorily completed documents, as follows: monthly reports of direct services provided in the previous month and monthly bills in accordance with County billing format

- A County may withhold all or part of Contractor's total monthly payment if Contractor repeatedly does not submit on time any of the following satisfactorily completed documents, as directed by County. This applies regardless of the Agreement period from which Contractor's data comes or to which Contractor's data refers. County will inform Contractor in writing when County intends to withhold payments to Contractor when County determines that Contractor has unsatisfactorily submitted all required documents

- 1 the DCYHC Monthly Invoice for Homeless Services,
- 2 the Monthly Health Care for the Homeless (HCH) Demographics fiscal Year Report, describing the demographics of new users;
- 3 the HCH Monthly Report on Grant Data Collection,
4. the HCH Monthly Report on User Characteristics;

- 5 the HCH Monthly Report on Current Services Provided, and
- 6 the HCH Monthly Report on Diagnosis and Conditions.
- B County may withhold all or part of Contractor's total payment if the Director of Health Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Schedule A
- 1 County shall give thirty (30) days' prior written notice to Contractor of County's intent to withhold payment
 2. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately upon County's written notice with justification to Contractor
- C When county plans not to renew an agreement in the following fiscal year or when County plans to terminate this Agreement early, county may withhold all or part of Contractor's final payment until
- 1 Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report, and
 2. federal, state, or county government completes any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report
- D Services provided in excess of the maximum financial obligation of County will be solely at Contractor's risk and financial responsibility
- E Subject to Paragraph 2.A of this Agreement total obligations pursuant to this Agreement for Health Care Services for At-Risk and/or Homeless Teens are payable in monthly installments of SIX THOUSAND TWO HUNDRED SIXTY-NINE DOLLARS THIRTY-THREE CENTS (\$6,269 33), which shall not exceed SEVENTY-FIVE THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS NO CENTS (\$75,232 00) each contract year or TWO HUNDRED TWENTY-FIVE THOUSAND, SIX HUNDRED NINETY SIX DOLLARS AND NOT CENTS (\$225,696.00) for the term of this Agreement.
- F For health care services to at-risk and/or homeless clients, County shall pay for the percentage of time that Contractor's staff engage in homeless encounters. For administrative services, County shall pay for the percentage of health homeless encounters These encounter numbers shall be included in the invoice submitted monthly to County

G. In the event County receives additional funds to provide these services, or funds are decreased, this Agreement may be amended by written approval of both parties

III COMMUNITY CHALLENGE GRANT PROGRAM PAYMENTS

In consideration of the services described in Schedule A, Section V, Community Challenge Grant Program, Contractor shall reimburse County as follows.

For the period July 1, 2000 through June 30, 2001 (\$12,339 per quarter)	not to exceed \$49,356
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For the period July 1, 2001 through June 30, 2002 (\$13,232.25 per quarter)	not to exceed \$52,929
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For the period July 1, 2002 through June 30, 2003 (\$13,629.25 per quarter)	not to exceed \$54,517
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Payment shall be made upon County's submission of an invoice to Contractor. Invoicing shall occur quarterly. The invoice shall provide specific information on the dates of service, as well as documentation of any other expenses related to the project

**DALY CITY YOUTH HEALTH CENTER
BUDGET UPDATE
SEPTEMBER 2000**

New Revenue Sources for 00-01

Health Plan of San Mateo (pregnancy prevention)	\$63,000
Safe Schools Legislation -JUHSD- AB 1113 (mental health counselor)	\$46,834
Criminal Justice Planning Council of San Mateo County (Accelerated Resource Center)	\$41,258

New Grants and Renewals from Existing Sources

DHS Community Challenge Grant (pregnancy prevention)	\$195,000
Peninsula Community Foundation (pregnancy prevention) 1/00 - 12/00	\$39,500
Community Development Block Grant (truancy intervention)	\$5,000
Co.Probation Department (Preventing Repeat Offenders Program counselor)	\$37,100
Jefferson Union High School District (Thornton counselor)	\$20,000
CA Department of Education (HIV education - Thornton)	\$14,500
Shinnyo-en Foundation (mentoring program) 1/00 - 12/00	\$10,000

Continuing Funding

County Health Services Agency (discretionary)	\$72,339
County Health Services Agency (Healthcare for the Homeless)	\$75,232
Jefferson Union High School District (clerical support)	\$11,000

Other

Rent from Pilipino Bayanihan Resource Center	\$4,680
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TOTAL REVENUES

\$635,443

Grants Pending

Catholic Healthcare West (tuberculosis education and prevention)	\$52,408
Kaiser Permanente (teen parent groups)	\$5,000
The San Francisco Foundation (grant writer)	\$30,000 *
Peninsula Community Foundation (pregnancy prevention)	\$54,789

Total Pending

\$142,197

*being written now

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

May 15, 2000

TO: Priscilla Harris, Risk Management/Insurance Division
PONY# EPS163 Fax: 363-4864

FROM: Tere Larcina, Hospital & Clinics
PONY # HOS316MM Fax: 573-2267

SUBJECT: Contract Insurance Approval

CONTRACTOR: Jefferson Union High School District

DO THEY TRAVEL:

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): Contractor will provide mental health, outreach, and primary health care services at the Daly City Youth Health Center.

COVERAGE:

Comprehensive General Liability:	\$ <u>1 million</u>
Motor Vehicle Liability:	\$ <u> </u>
Professional Liability:	\$ <u> </u>
Worker's Compensation:	\$ <u>Statutory</u>

APPROVE

WAIVE

MODIFY

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

CERTIFICATE OF INSURANCE/SELF INSURANCE

ISSUE DATE 10/31/00

PRODUCER/ADMINISTRATOR

KEENAN & ASSOCIATES
180 GRAND AVE SUITE 1380
OAKLAND, CA 94612

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND EXTEND OR ALTER THE COVERAGES AFFORDED BY POLICIES/MEMORANDUMS BELOW

INSURED/COVERED PARTY

SAN MATEO COUNTY SCHOOLS INSURANCE GROUP and

JEFFERSON UNION HIGH SCHOOL DISTRICT
699 SERRAMONTE BLVD , STE.1000
DALY CITY, CA 94015-3219

ATTN CHERYL SANDERSON

ENTITIES AFFORDING COVERAGE

ENTITY A
PACIFIC EMPLOYERS

COVERAGES THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED/COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE/MEMORANDUM AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS CONDITIONS OF SUCH POLICIES/MEMORANDUMS

ENT LTR	TYPE OF COVERAGE	POLICY/ MEMO #	EFF/EXP DATE	SIR/DED	ALL LIMITS IN THOUSANDS
A	WORKERS COMPENSATION (A) AND EMPLOYERS' LIABILITY (B)	WLRC43019727	7/1/00-7/1/01		COVERAGE A STATUTORY COVERAGE B \$1 000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

AGREEMENT FOR PROVISION OF SERVICES BETWEEN JEFFERSON UNION HIGH SCHOOL DISTRICT AND THE COUNTY OF SAN MATEO THROUGH JULY 1, 2001

CERTIFICATE HOLDER

COUNTY OF SAN MATEO
HEALTH SERVICES AGENCY
222 39TH AVENUE
SAN MATEO, CA 94403

ATTN TERE LARCINA

K&A P/L 07/00

CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES/MEMORANDUMS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY/JPA WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT



AUTHORIZED REPRESENTATIVE