


COUNTY OF SAN MATEO  
Departmental Correspondence

DATE. **APR 30 2001**

HEARING DATE. **MAY 22 2001**

TO Honorable Board of Supervisors

FROM Beverly Abbott, Director, Mental Health Services  


SUBJECT. Amendment to the Agreement with Family Service Agency

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to the agreement with Family Service Agency (FSA) for the provision of mental health services for the Child Abuse Treatment Program, Answers Benefiting Children Program, and the Mental Health Plan Outpatient Services Program.

Background/ Discussion

FSA has provided child abuse treatment services in San Mateo County for over 16 years. In July 1998, FSA was selected to continue providing child abuse treatment services through a Request for Proposals (RFP) process. Program services include assessment, specialized individual, group, and family therapy, case management; and crisis intervention. Services are provided in northern, central, and southern office locations in the county and are available in both English and Spanish.

In May 1998, FSA was selected through an RFP to continue to provide services to both youth and adults under the San Mateo County Mental Health Plan (MHP). Under the MHP, FSA provides therapeutic services for children with mental health needs and specialized mental health services for young adults (ages 18 to 23) who are victims of serious and repeated sexual and/or physical trauma. In all the above cases, services include assessment and treatment, collateral contacts, and collaboration with other caregivers. The numbers of clients served depend upon the demand.

In May, 1999, as a result of an Office of Criminal Justice Planning grant for the Answers Benefiting Children (ABC) program, child abuse prevention and treatment services were expanded to the Redwood City Healthy Start school sites. FSA now provides services at Hoover, Taft, and Fair Oaks elementary schools.

The agreement is being amended to reflect an increase in the grant amount for the ABC program component and a COLA adjustment for 2000-01 to be consistent with other contracts.

Goals and Objectives

The program's major objectives and actual performance from last year and objectives for this year are as follows:

Performance Outcomes	1999-00 Objective	1999-00 Actual	2000-01 Objective
<b>Child Abuse Treatment/ABC Program Objectives</b>			
Percent of children served who are maintained in family home or home-like setting after six months of receiving services	At least 90%	99%	At least 90%
Percent of families served for a period of at least six months who have no reoccurrence of reported abuse, molest, or neglect during their course of treatment	At least 90%	98%	At least 90%
<b>MHP Outpatient Services</b>			
Maximum percent of individuals served who are admitted to a psychiatric emergency service unit between the time of intake and a year after intake	5%	4%	5%

Term and Fiscal Impact

The agreement remains effective from July 1, 2000 through June 30, 2001, and contains the usual relationship of parties, hold harmless, and insurance clauses Risk Management and County Counsel have approved the agreement.

The contract maximum is increased by \$15,232 to \$1,000,985 This increase includes \$11,029 in additional ABC grant funding and a \$4,203 COLA for 2000-01 The total \$1,000,985 has been included in the 2000-01 Mental Health Services' budget An estimated \$406,743 will be collected in federal Medi-Cal funds. The Office of Criminal Justice Planning is providing \$187,500 for the Answers Benefiting Children Program and \$149,768 in State Child Abuse Prevention funds will be transferred to Mental Health Services from Human Services Agency. The remaining \$256,974 is the cost to Mental Health Services Sales tax provided through realignment will cover 81% or \$208,149 The remaining \$48,825 represents the net county cost

RECOMMENDED

  
HEALTH SERVICES DEPARTMENT

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE  
AGREEMENT WITH FAMILY SERVICE AGENCY

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

WHEREAS, there has been presented to this Board of Supervisors for its consid-  
eration and acceptance an Amendment to the Agreement, reference to which is hereby  
made for further particulars, whereby Family Service Agency shall provide mental health  
services for the Child Abuse Treatment Program, Answers Benefiting Children Program,  
and the Mental Health Plan Outpatient Services Program; and

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

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the  
President, of this Board of Supervisors be, and is hereby, authorized and directed to  
execute said Amendment to the Agreement for and on behalf of the County of San Mateo,  
and the Clerk of this Board shall attest the President's signature thereto.

## AMENDMENT TO THE AGREEMENT

THIS AGREEMENT; entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called ' County' ) and FAMILY SERVICE AGENCY (hereinafter called ' Contractor ),

### W I T N E S S E T H

WHEREAS, on October 3, 2000, the parties hereto entered into an agreement (hereinafter referred to as the ' Original Agreement ) for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement,

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1 Section 2, Payments, Paragraph A, Maximum Amount of the Original Agreement is hereby amended to read as follows:

“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 ONE MILLION NINE HUNDRED EIGHTY-FIVE DOLLARS (\$1,000,985) for the contract term.

2. Schedule B of the Original Agreement is hereby amended to read as follows:

## SCHEDULE B

### FAMILY SERVICE AGENCY: 2000-01

#### PAYMENTS

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:

##### I. CHILD ABUSE TREATMENT PROGRAM

###### 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 SEVEN HUNDRED TWO THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS (\$702,485) for services provided under Schedule A, Section I, of this Agreement for the period of July 1, 2000 through June 30, 2001.

1. County shall pay Contractor at a rate of TWO DOLLARS AND ONE CENT (\$2.01) per minute of service, not to exceed three hundred forty-nine thousand seven hundred twenty-one (349,721) total minutes and SEVEN HUNDRED TWO THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS (\$702,485). Payment shall be made on behalf of Medi-Cal eligible clients only. At least one hundred fifty (150) clients must be full scope Medi-Cal.
2. TWENTY-EIGHT THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS (\$28,958) of the contract increase over 2000-2001 will be dedicated to salaries and benefits increase.

##### II. CHILD ABUSE TREATMENT PROGRAM - ANSWERS BENEFITING CHILDREN (ABC) PROGRAM

###### 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 TWO HUNDRED SEVENTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$273,500) for services provided under Schedule A, Section II, of this Agreement for the period of July 1, 2000 through June 30, 2001.

1. For ABC Program target population (non-Medi-Cal population), County shall pay Contractor monthly payments, based on detailed expenditures submitted with invoice, not to exceed the maximum amount of ONE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$187,500).

2. For the ABC Program non-target population (Medi-Cal population), County shall pay Contractor at a rate of ONE DOLLAR NINETY-FOUR CENTS (\$1.94) per minute of service not to exceed forty-four thousand four hundred eighty-six (44,330) total minutes and EIGHTY-SIX THOUSAND DOLLARS NO CENTS (\$86,000 00) Payment shall be made on behalf of Medi-Cal eligible clients only

### III. MENTAL HEALTH PLAN OUTPATIENT SERVICES PROGRAM

#### 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 TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for services provided under Schedule A, Section III of this Agreement for the period of July 1, 2000 through June 30, 2001

1. Contractor shall be paid the following case rates:

- a Assessment (non-MD): ONE HUNDRED SIX DOLLARS (\$106) per case. An assessment must consist of at least one (1) face-to-face visit conducted by licensed, waived, or registered mental health professional staff

- b Treatment Services (non-MD): Treatment must consist of at least one (1) face-to-face visit conducted by licensed, waived, or registered mental health professional staff. Reimbursement shall be at the following rates:

Individual Therapy (per session)	\$50
Group Therapy (per person/per session)	\$16
Family Therapy (per hour, includes all members)	\$60
Clinical Consultation (telephone/15 minutes)	\$10
Collateral (per session)	\$50

- c. Medication Assessment (MD): A medication assessment shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist).

Medication Assessment (per case)	\$106
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- d Medication Management (MD): Medication management shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist). Medication group services may be provided by a MD or RN

Medication Management (per session)	\$42
Medication Group (per person/per session)	\$27

IV. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION NINE HUNDRED EIGHTY-FIVE DOLLARS (\$1,000,985)

V. 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.

VI. Medi-Cal cases seen under this Agreement are to be reimbursed by the Mental Health Services Division. No other revenue sources may be collected for Medi-Cal clients. Under no circumstances may Medi-Cal eligible clients be charged for services provided.

VII. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month's services.

VIII. Claims shall be in the format specified by County Mental Health Services Division to which shall be attached a detail of charges. All claims shall clearly reflect, and in reasonable detail, give information regarding the services for which claim is made.

IX. Contractor shall report (at monthly intervals) state-required data to the division's Management Information System (MIS) Unit. The data shall become incorporated into a year-end report which shall include such information as required by Director or her authorized designee to permit Medi-Cal claiming, reporting, monitoring, and evaluation of Contractor's program pursuant to this Agreement.

X. In the event this Agreement is terminated prior to June 30, 2001, Contractor shall be paid for services already provided pursuant to this Agreement.

XI. 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. If Contractor has received more than THREE HUNDRED THOUSAND DOLLARS (\$300,000) in federal funds for the fiscal year, the audit must meet the requirements of the federal Single Audit Act and OMB Circular A-133.

XII. If the annual Cost Report provided to the County shows that the 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 the 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.

XIII. 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

- XV. However, disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include, but not be limited to, quality improvement (QI) audit disallowances as a result of QI Plan errors or format problems with County designed service documents.
- XVI 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, allowed to continue to the end of the term, or terminated pursuant to paragraph 14 of this Agreement Any unspent monies due to performance failure may reduce the following year's agreement.
- XVI. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of the contract year.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that.

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of October 3, 2000, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written



COUNTY OF SAN MATEO

By \_\_\_\_\_  
Michael D Nevin, President  
Board of Supervisors, County of San Mateo

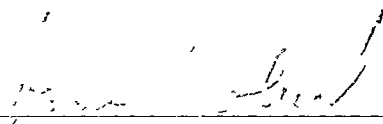
Date \_\_\_\_\_

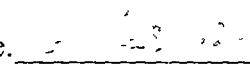
ATTEST:

\_\_\_\_\_  
Clerk of Said Board

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

FAMILY SERVICE AGENCY

By:  \_\_\_\_\_

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

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: September 12, 2000

TO: Priscilla Morse, Risk Management/Insurance Division  
FROM: Mary Vozikes, Mental Health Services/PONY #MLH 322

CONTRACTOR: Family Service Agency

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:  
Motor Vehicle Liability:  
Professional Liability:  
Worker's Compensation.

\$1,000,000  
\$1,000,000  
\$1,000,000  
\$Yes

APPROVE



WAIVE

MODIFY

REMARKS/COMMENTS:

  
SIGNATURE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE MM/DD/YY  
07/31/2005

## PRODUCER

Talbot Ins & Financial Services, I  
1800 Sutter Street, Suite 500  
P.O. Box 4047  
Concord, CA 94524-4047

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 COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY A North American Specialty Ins

COMPANY B

COMPANY C

COMPANY D

## INSURED

Family Service Agency of San Mateo Co.  
1870 El Camino Real  
Burlingame CA 94010

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	AFC000074800	07/01/2000	07/01/2001	GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AFC000074800	07/01/2000	07/01/2001	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	AFU000074900	07/01/2000	07/01/2001	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
RE: INTEREST AS FUNDING SOURCE  
COUNTY OF SAN MATEO, ITS OFFICERS, AGENTS,  
& EMPLOYEES ARE NAMED AS ADDITIONAL INSURED

## CERTIFICATE HOLDER

COUNTY OF SAN MATEO  
ITS OFFICERS, AGENTS & EMPLOYEES  
MENTAL HEALTH DIVISION  
225 WEST 37TH AVENUE  
SAN MATEO, CA 94403

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT 10 days notice for non-payment BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

ACORD 25-S (1-95)

ACORD CORPORATION 1988

eds#2478556

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P O BOX 807, SAN FRANCISCO, CA 94101-0807

**CERTIFICATE OF WORKERS COMPENSATION INSURANCE**

ISSUE DATE 01-01-01

POLICY NUMBER 0448445 - 01  
CERTIFICATE EXPIRES 01-01-02COUNTY OF SAN MATEO  
MENTAL HEALTH  
225 W. 37TH AVE.  
SAN MATEO CITY CA 94403

This is to certify that we have issued a valid Workers Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

*Kenneth C. Bollier*  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS. \$1,000,000.00 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 01/01/01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY

NAME OF ADDITIONAL INSURED: COUNTY OF SAN MATEO

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01/01/01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY

EMPLOYER

LEGAL NAME

FAMILY SVC. AGENCY OF SAN MATEO CO  
1870 EL CAMINO REAL  
BURLINGAME CA 94010FAMILY SERVICE AGENCY OF SAN MATEO COUNTY  
(A NON PROFIT CORP.)

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