

COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: **SEP 11 2001**  
HEARING DATE: **SEP 25 2001**

TO: Honorable Board of Supervisors  
FROM: Gale Bataille, Director, Mental Health Services  
SUBJECT: Agreement with ACHIEVE



RECOMMENDATION

Adopt a resolution:

1. authorizing the President of the Board to execute an agreement with ACHIEVE for non-public school intensive services for emotionally and behaviorally disturbed children and adolescents, early intervention outpatient services for children ages three to six, and fiscal administration services for the Mental Health Division's Wraparound Fund and Shadow Services.
2. authorizing the Director of Health Services to execute amendments and minor modifications to this agreement not to exceed the aggregate of \$25,000

Background

For over 11 years, ACHIEVE (formerly Peninsula Children's Center (PCC)/Zonta) has provided non-public school intensive mental health services for children and adolescents (ages 6 to 18) with complex emotional, behavioral, and developmental problems. Children placed at ACHIEVE have been referred jointly by Mental Health Services and local school districts because they need mental health services to benefit from their educational program and they cannot be maintained in public schools. The Mental Health Services Division is responsible for providing these services under Government Code Title 1, Div. 7, Chapter 26.5.

In May 2001, a Pre-proposal Survey was issued for the intensive non-public school mental health services. Achieve was one of the three agencies that submitted letters of interest. Contracts were awarded to all three agencies: ACHIEVE, Edgewood and Children's Health Council. ACHIEVE was selected because of its expertise, and willingness to work with this challenging population. The rates for FY2001-02 year reflect a 10% increase over last year.

In February 2000, a Request for Proposals was issued to provide the fiscal administration of Wraparound Funds for the mental health youth system of care. ACHIEVE was one of two agencies that submitted proposals and was selected to provide this service in May 2000. Wraparound funds administered through this contract include Wraparound Funds for the youth system of care as a whole, as well as flexible funds for the Wrap-Around pilot project (SB 163) and the Supportive and Therapeutic Options Program (STOP), both of which are funded by the State Department of Social Services. In January 2001, Achieve agreed to also administer the Shadow Services Program (one-to-one service) for youth in our system of care.

In 1996, ACHIEVE was selected through an RFP process to provide early intervention services. These services include provide screening, assessment, and clinic and home based-interventions to Medi-Cal eligible children and their families. The early intervention program will not be continued after July 30, 2001. These services will be provided only to clients currently in treatment with the contractor during this transition period.

Performance Measures

The agency's objectives, actual performance from last year's contract and objectives for the new contract are as follows:

Performance Measures	2000-01 Objectives	2000-01 Actual	2001-02 Objectives
<b>Non-Public School Mental Health Services</b>			
Maximum percent of children who will leave ACHIEVE for a residential treatment program	20%	0%	20%
Minimum percent of children who move into less restrictive educational programs	20%	0%*	20%

\* Objective was not met because the program started off with only 3 children instead of 6. One child eventually graduated in August to a less restrictive program and will be included in next year's statistics.

Term and Fiscal Impact

The term of this agreement is July 1, 2001 through June 30, 2004. The agreement has been reviewed and approved by both County Counsel and Risk Management.

The contract maximum of \$1,872,095 covers the three-year term of the contract. It is estimated that \$614,232 will be required for FY 2001-02 and has been included in the approved 2001-02 Mental Health Services budget. It is projected that state and federal Medi-Cal funds will be cover \$44,596 of the cost. SB90 State mandate compensation funds will cover \$69,636 for services to Government Code Chapter 26.5 youth enrolled in the non-public schools mental health service program. The State Department of Social Services (DSS SB 163) Wrap-Around pilot project funds and State DSS STOP funds cover \$375,064 of the costs for Wraparound Fund and Shadow Services fiscal administrative service, Wrap-Around Pilot and STOP Programs. Sales tax through realignment will cover 82% or \$102,448 of the remaining \$124,936. The net County cost is \$22,488. A similar arrangement will be in place for fiscal years 2002-03 and 2003-04. We are requesting that the Director of Health Services be given signing authority to execute minor amendments and adjustments up to \$25,000.

RECOMMENDED



HEALTH SERVICES DEPARTMENT

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

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

\*\*\*\*\*

RESOLUTION AUTHORIZING EXECUTION OF  
AN AGREEMENT WITH ACHIEVE

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 consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby ACHIEVE shall provide non-public school intensive services for emotionally and behaviorally disturbed children and adolescents; early intervention outpatient services for children ages three to six; Shadow services administration; and Wraparound fiscal administration services; and

WHEREAS, this Board has been presented with 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 President, of this Board of Supervisors be, and is hereby, authorized and directed 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;

BE IT FURTHER RESOLVED, that the Director of Health Services is hereby authorized to execute subsequent Amendments and minor modifications to the Agreement with ACHIEVE, not to exceed the aggregate of \$25,000.

AGREEMENT WITH ACHIEVE  
FOR NON-PUBLIC SCHOOL INTENSIVE MENTAL HEALTH SERVICES,  
EARLY INTERVENTION OUTPATIENT SERVICES,  
AND FISCAL ADMINISTRATION SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
ACHIEVE, 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; 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 psychiatric day treatment services for emotionally and behaviorally disturbed children and adolescents, early intervention outpatient services for children ages three (3) to six (6), and fiscal administration services 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 ONE MILLION EIGHT HUNDRED SEVENTY-TWO THOUSAND AND NINETY-FIVE DOLLARS (\$1,872,095) 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. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability . . . . . \$1,000,000
- 2) Motor Vehicle Liability Insurance . . . . . \$1,000,000
- 3) Professional Liability . . . . . \$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of

liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

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.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.



To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

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.

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. Interpretation and Enforcement

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, to:

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

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

ACHIEVE  
3860 Middlefield Road  
Palo Alto, CA 94303

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. 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, 2001 through June30, 2004. 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.

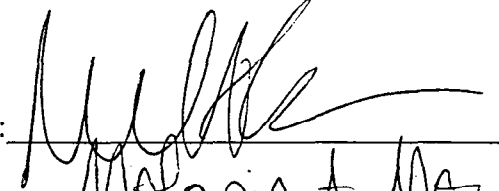
Parties recognize that Contractor has performed services from July 1, 2001 through date of execution of this Agreement in anticipation of execution of this Agreement. Parties agree that services are subject to all terms and conditions contained herein.

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

COUNTY OF SAN MATEO

ACHIEVE

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

By:  \_\_\_\_\_  
Melanie A. Meyer

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

Date: 8-31-01

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

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

## SCHEDULE A

ACHIEVE: 2001- 2004

### I. SERVICES

Contractor shall provide intensive day care services, early intervention services, and fiscal administration services as described below in a manner consistent with the terms and provisions of this Agreement. These services shall be provided in a manner prescribed by the laws of California and in accordance with all applicable laws, titles, rules and regulations, including quality improvement requirements of the Short Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. Services shall be defined as follows:

#### A. Non-Public School Intensive Mental Health Services

1. The Non-Public School Intensive Mental Health Services Program shall provide services to children, adolescents, and their families who have been referred by the Mental Health Services Division due to the child's or adolescent's need for treatment for acute mental, emotional, or behavioral disorders. All program activities must be available in both English and Spanish.

The primary focus of the program shall be milieu-based outpatient treatment. The treatment program shall be all inclusive, including medication assessment and treatment, classroom interventions, individual therapy, group therapy, case management, crisis intervention, and referrals to other community support services as appropriate. The program shall provide close coordination between each client's educational program and his/her mental health treatment to promote their successful adaptation to the educational setting.

In addition, Contractor shall work as a key partner in the existing system of care for children and youth. Clients in the program will have access to existing wrap-around services, e.g., respite care, shadow, etc.

Staff must be licensed or license eligible to provide therapy to emotionally disturbed children and youth. Contractor shall be expected to hire staff capable of working with a culturally diverse population and shall include hiring of staff that are Spanish-speaking. Graduate school interns may be included in the treatment plan, provided they are supervised by licensed professionals.

Referrals to this program shall be made jointly by the student's school district and the Mental Health Services Division staff. Referrals to the program will involve contact with the family, assessment of family needs, and development of a treatment plan.

If new mental health services are being considered, especially if these services are being considered during a placement transition phase, the designated San Mateo County Administrator will be informed prior to official recommendations to parents and/or other agency administrators.

Contractor shall provide reasonable advance notice to the designated San Mateo County contract administrator of all IEPs and/or case conferences regarding San Mateo clients. Contractor will also inform the contract administrator of any crisis and/or atypical event involving San Mateo County clients.

A well-coordinated transition plan (to less restrictive educational settings) will be mutually established between the program and the designated San Mateo County Administrator. Transitions shall be implemented within a clinically reasonable amount of time, as determined by Contractor and San Mateo County Administrator.

Discharge plans will be done collaboratively between the youth, family, school district, contract agency, and Mental Health Services staff.

Contractor shall participate in State of California required evaluation activities.

## 2. Units of Service

Contractor shall provide services to an average of six (6) youth per month for twelve (12) months of each contract year.

### B. Early Intervention Services

Contractor shall provide early intervention mental health services under San Mateo County Mental Health Services Managed Care Plan. Individual and family services will only be provided to clients currently in treatment with the contractor. The ACCESS team will make no new referrals to these services and no new clients will be admitted to this program. These outpatient-oriented services shall be provided to Medi-Cal eligible three (3) to six (6) year-old children with mental health problems who primarily reside in the southern region of San Mateo County.

The Early Intervention Service will be terminated on July 30, 2001. Contractor will develop termination plans for the program. Contractor will also develop transition plans for clients who will need to continue services after this date. These plans may include referral to the San Mateo County ACCESS team.

### C. Wrap-Around Funds and Shadow Services Administration

#### Wrap-Around Administration

Contractor shall manage the fiscal distribution of the Wrap-Around funds for the

Child-Youth System of Care. Upon receiving Mental Health Services Division authorized requests for Wrap-Around-Funded goods and services, Contractor shall appropriate the amount requested to a specified vendor or to reimburse a provider.

Wrap-Around includes the following activities: 1) processing checks (postal costs included), 2) administrative time in receiving authorized funds, returning documentation of completed transactions, and sending fiscal expenditure reports to Mental Health Services Division Administration; and 3) bonding insurance coverage costs (liability coverage separate from typical malpractice requirements).

1. Types of Wrap-Around/Flexible Funds include:
  - a. General Wrap-Around: Flexible funds to purchase goods and services for children/youth with serious emotional and behavioral disorders at risk of more restrictive levels of educational and residential placement. Subcategories of General Wrap-Around Funds are: after-school/shadow services, respite care, and others.
  - b. Wrap-Around Pilot Funds: Flexible funds to purchase goods and services for up to thirty (30) identified youth at risk of high level out-of-home care or returning from high level out-of-home care to home or home-like settings as authorized through Solis Bill, SB 163.
  - c. Supportive Treatment Options Program (STOP): Flexible funds to purchase goods and services for non-Medi-Cal eligible children/youth at risk of any level of foster care placement or returning from any level of foster care placement.

2. Specific responsibilities shall include:
  - a. Receiving and processing Wrap-Around Fund requests for payments. At receipt of these requests, Contractor will provide confirmation of receipt.
  - b. Issuance of checks to specified vendors and providers on a daily basis, Monday through Friday, within one (1) working day of receiving Wrap-Around request for payment.

For emergency situations (as determined by Mental Health Services Division Child/Youth Management staff), Wrap-Around Fund requests should be processed and check issued the same day the emergency request is received.

- c. Maintain proper documentation of checks distributed and transactions completed.

- d. Provide monthly fiscal reports of Wrap-Around Fund expenditures by designated categories as requested by Mental Health Services. Data disks are to be submitted along with the monthly reports.

D. Shadow Services Administration

Contractor shall manage the administration of the Shadow Program and work collectively with San Mateo County Mental Health Division.

Shadows shall be employee of the Contractor. Contractor shall be responsible for

- a. conducting interview of prospective shadows (in collaboration with County Mental Health).
- b. obtaining fingerprint clearance
- c. hiring decision and all administrative protocols related to the component.
- d. reviewing terms of employment and overview of job description with Shadow.
- e. providing training related to Contractor's agency protocol
- f. payment of shadows through agency payroll procedure.

- E. 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 (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

II. GOALS AND OBJECTIVES

Services rendered pursuant to this Agreement shall be performed in accordance with the following goals and objectives:

A. Non-Public School Intensive Mental Health Services

Goal 1: Contractor shall maintain clients in the least restrictive environment.

Objective 1: No more than twenty percent (20%) of the children will leave during the year for a special education mental health residential treatment program.

Objective 2: At least twenty percent (20%) of the children and adolescents who have been in the program a full year will be transitioned to a less restrictive setting.



Goal 2: Contractor shall avoid more intensive levels of mental health services.

Objective 1: The total number of hospital days for all clients who have been in the program for at least six (6) weeks will use no more than forty (40) psychiatric hospital days during the fiscal year.

B. Early Intervention Services

Goal 1: Contractor shall avoid more intensive levels of mental health services.

Outcomes: No more than ten percent (10%) of clients served shall be referred to County Mental Health for more intensive services in the one (1) year following completion of treatment by Contractor.

C. Wrap-Around Funds Administration

Goal 1: Contractor will provide timely payment for authorized goods and services for clients.

Objective 1: Ninety-five percent (95%) of regular requests received on time will result in checks cut and in the mail within one (1) working day.

D. All Programs

Goal 1: Contractor shall administer client satisfaction survey for all clients seen more than five (5) times.

Objective 1: At least eighty percent (80%) of families will express satisfaction with the services received based on a Client Satisfaction Questionnaire.

Goal 2: Contractor shall enhance the partnership between families and staff in providing mental health services to families and their children.

Objective 1: Contractor shall develop a Parent Council which shall meet at least three (3) times during each contract year and shall:

- a. give input into agency policy/planning;
- b. plan activities (meetings, speakers, trainings, etc.) which would be helpful to families and support them and their children; and
- c. help with fund-raising events.”

## SCHEDULE B

ACHIEVE: 2001-2004

### I. NON-PUBLIC SCHOOL INTENSIVE MENTAL HEALTH SERVICES

#### 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 THREE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED AND SEVEN DOLLARS (\$347,507) for services provided under Schedule A, Section I., Services, Paragraph A., Non-Public School Intensive Mental Health Services, of this Agreement.

1. For the first (1<sup>st</sup>) year of the contract term (July 1, 2001 through June 30, 2002), County shall pay Contractor at a rate of ONE THOUSAND FIVE HUNDRED AND THIRTY-ONE DOLLARS (\$1531.00) per child served per month, for an average of six (6) youth for twelve (12) months. In no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED AND TEN THOUSAND TWO HUNDRED AND THIRTY-TWO DOLLARS (\$110,232).
2. At the County's sole discretion after the first year, a cost of living adjustment (COLA) may be made annually.

### II. EARLY INTERVENTION 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 FOUR THOUSAND DOLLARS (\$4,000) for services provided under Schedule A, Section I., Services, Paragraph B, Early Intervention Program, of this Agreement.

1. For the First (1<sup>st</sup>) year of the contract term contractor shall be paid on a fee-for-service basis at a rate of SIXTY-NINE CENTS (\$.69) per minute not to exceed FOUR THOUSAND DOLLARS (\$4,000).

### III. Wrap-Around Funds Administration and Shadow Services

Contractor shall receive a maximum amount of ONE MILLION FIVE HUNDRED TWENTY THOUSAND FIVE HUNDRED AND EIGHTY-EIGHT DOLLARS (\$1,520,588) for the period of July 1, 2001 through June 30, 2004. These funds will be utilized for provision of the Wrap-Around services in Schedule A, Section I.D.

1. For the first (1<sup>st</sup>) year of the contract term (July 1, 2001 through June 30,2002), County shall pay Contractor no more than the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) .
2. At the County's sole discretion after the first year, a cost of living adjustment (COLA) may be made annually to the General portion of the Wrap-Around Fund.

Contractor shall receive in advance FIFTY THOUSAND DOLLARS (\$50,000) of the maximum amount. Each month thereafter Contractor shall be reimbursed for the previous month's Wrap-Around expenditures plus administrative costs.

Administrative costs shall be reimbursed at a rate of 10% of total expenditure for each month. Expenditures should be reported monthly per designated categories.

At the end of the year any unexpended funds remaining with Contractor shall be returned to County.

- IV. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION EIGHT HUNDRED SEVENTY-TWO THOUSAND AND NINETY-FIVE DOLLARS (\$1,872,095).
- V. The Director of Health Services or her designee, be given signing authority to execute minor amendments and adjustments up to \$25,000.
- 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 prior month's services.
- VIII. Should the volume of need require it, County and Contractor reserve the right to amend this Agreement to provide for more services and to increase the contract maximum.
- IX. 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.
- X. In the event this Agreement is terminated prior to June 30, 2004, Contractor shall be paid for only those services already provided pursuant to this Agreement.
- XI. If County or Contractor 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 end of term, or terminated pursuant to paragraph 13 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement.
- XII. 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.

- XIII. 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.
- XIV. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of each contract year for the term of the contract.

## SCHEDULE C

Contract between County of San Mateo and ACHIEVE, 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.  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.

Jean Spurr  
Name of 504 Person - Type or Print

ACHIEVE  
Name of Contractor(s) - Type or Print

3860 Middlefield Road  
Street Address or PO Box

<u>Palo Alto</u>	<u>CA</u>	<u>94303</u>
City	State	Zip Code

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

8-31-01  
Date

[Signature]  
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."

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: September 5, 2001

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Mary Vozlkes, Mental Health Services/PONY #MLH 322

CONTRACTOR: Achleve

DO THEY TRAVEL: Yes

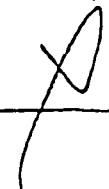
PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	\$1,000,000
Motor Vehicle Liability:	\$1,000,000
Professional Liability:	\$1,000,000
Worker's Compensation:	\$Yes

APPROVE 

WAIVE \_\_\_\_\_

MODIFY \_\_\_\_\_

REMARKS/COMMENTS:

  
SIGNATURE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

EP ID NA  
ACHIEVE

DATE (MM/DD/YY)  
06/27/01

**PRODUCER**  
MICOR Insurance Brokers, Inc.  
2025 Gateway Place #119  
San Jose CA 95110  
Phone: 408-453-8222 Fax: 408-453-8225

**INSURED**  
Achieve and PCA  
3860 Middlefield Road  
Palo Alto CA 94303-4716

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.

**INSURERS AFFORDING COVERAGE**

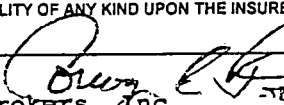
INSURER A: **N.I.A.C.**  
INSURER B: **Genesis Insurance Company**  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	2001-5912	07/01/01	07/01/02	EACH OCCURRENCE	\$ \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ \$ 5,000
	<input checked="" type="checkbox"/> Professional				PERSONAL & ADV INJURY	\$ \$1,000,000
	<input checked="" type="checkbox"/> Volunteers				GENERAL AGGREGATE	\$ \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	2001-5912	07/01/01	07/01/02	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
<input checked="" type="checkbox"/> Physical Damage	\$250 COMP. DED.					
	\$500 COLL. DED.					
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
A	EXCESS LIABILITY	2001-5912UMB	07/01/01	07/01/02	EACH OCCURRENCE	\$ \$3,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ \$3,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10,000					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
					WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
B	OTHER	YAB001116D	07/01/01	07/01/02	\$1000 Ded	\$1,500,000
	Buildings					\$ 200,000
	Personal Property					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
\* 10 DAYS NOTICE IN THE EVENT OF NON-PAYMENT OF PREMIUM \*

<b>CERTIFICATE HOLDER</b>	<b>N</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
SAN MATEO CO - MENTAL HEALH SERV. DIV. ATTN: HARY VOZIKES 225 WEST 37TH AVENUE SAN MATEO CA 94403		SANM001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
			MICOR Insurance Brokers, Inc. 



# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MG  
ACHIE-1      DATE (MM/DD/YY)  
07/12/01

**PRODUCER**  
Barlocker Insurance-Campbell  
License #0580438  
2951 South Winchester  
Campbell CA 95008  
Phone: 408-288-6262 Fax: 408-280-0821

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.

**INSURERS AFFORDING COVERAGE**

<p><b>INSURED</b></p> <p style="text-align: center;">Achieve 3860 Middlefield Road Palo Alto CA 94303-4716</p>	<p>INSURER A: <b>State Compensation Ins. Fund</b></p> <p>INSURER B:</p> <p>INSURER C:</p> <p>INSURER D:</p> <p>INSURER E:</p>
--	---

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	1639432-01	07/01/01	07/01/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<p><b>CERTIFICATE HOLDER</b></p> <p style="text-align: center;">SANMAT4</p> <p>San Mateo Mental Health Admin Attn: Mary Vozikes 225 West 37th Ave San Mateo CA 94403</p>	<p>ADDITIONAL INSURED; INSURER LETTER:</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE <i>Frederick / Stoff</i></p>
--	--	--

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: ACHIEVE

Contact Person: Melanie Meyers and Margi Stevens

Address: 3860 Middlefield Road
Palo Alto, CA 94303

Phone Number: 650-494-1200 Fax Number: 650-494-1243

II Employees

Does the Contractor have any employees? X Yes \_\_\_ No

Does the Contractor provide benefits to spouses of employees? X Yes \_\_\_ No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- X Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[ ] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[ ] No, the Contractor does not comply.
[ ] The Contractor is under a collective bargaining agreement which began on 3-13-01 (date) and expires on 3-13-04 (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 31 day of August, 2001 at Palo Alto, CA (City) (State)

Signature (handwritten)
Title (handwritten: VP)

Name (Please Print): Melanie A. Meyers

Contractor Tax Identification Number