


COUNTY OF SAN MATEO
Departmental Correspondence

DATE: **SEP 12 2001**
HEARING DATE: **SEP 25 2001**

TO: Honorable Board of Supervisors

FROM: Gale Bataille, Director, Mental Health Services 

SUBJECT: Agreement with Family and Community Enrichment Services (FACES)

RECOMMENDATION

Adopt a resolution:

1. authorizing the President of the Board to execute an agreement with Family and Community Enrichment Services (FACES) for the provision of Public Health Community Worker services to Prenatal to Three Initiative (Pre-to-Three), Pre-to-Three mental health and substance abuse services for Medi-Cal eligible infants and their families, and outpatient mental health services for the Mental Health Plan (MHP).
2. authorizing the Director of Health Services to execute amendments and minor modifications to this agreements not to exceed the aggregate of \$25,000.

Background/Discussion

Pre-to-Three offers a variety of home-based services to pregnant women and children up to age three. Some of these services are provided by community-based agencies, including FACES. These services include:

1. Pre-to-Three (Mental Health /Substance Abuse Program): Since 1996 FACES has been providing mental health and substance abuse services to the Pre-to-Three mid-risk population. These services include counseling to the parents or caregivers, family counseling, case management, consultation, pre-and post-treatment services for substance abusers, and psycho educational services. All services have been available in Spanish. In May 2001, a Pre-Proposal Survey was issued for this service and FACES was the only agency that responded. Given their experience in working with this population for five years, they were selected to provide this service for the contract period 2001-2004.

2. **Pre-to-Three (Community Workers):** FACES provides public health community worker services for the peri-natal addiction (substance abuse) team and the mental health team (moderate risk) within Pre-to-Three. FACES has been one of six community based agencies providing this service since 1998 as a response to a Request for Proposal (RFP). In March 2001, an RFP was distributed to local non-profit organizations for the expansion of the number of community workers. FACES was one of three agencies that responded and all three were selected for contracts.

In addition, FACES has been providing outpatient mental health services through the Mental Health Plan (MHP) to children, youth and their families since 1995. FACES was again selected to provide these services as a result of an RFP issued in April 2001 for MHP outpatient services. FACES will provide comprehensive assessment, clinic and school-based interventions, collaborative contacts with school and medical providers, and medication assessment and management for children and adolescents with known or suspected Attention Deficit Hyperactivity Disorder (ADHD).

Goals and Objectives

The following objectives relate to FACES' overall goals of maintaining children and their families in the community and avoiding more intensive mental health and/or acute care services:

Performance Measures	2000-01 Objective	2000-01 Actual	2001-02 Objective
Pre-to-Three Initiative Mental Health Services Maximum percent of infants removed for child protective service reasons	10%	10%	10%
Outpatient MHP Services Youth will not require psychiatric emergency services during one year following initiation of treatment by FACES	95%	100%	95%
Pre-to-Three Community Worker Services (for all community based agencies) * Number and percent of babies in Pre-to-Three who are breastfed.			1,611 88%

* New performance measure for 2001-02

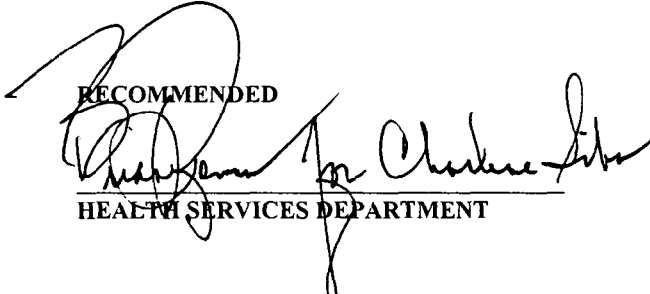
Term and Fiscal Impact

This agreement is effective from July 1, 2001 through June 30, 2004. County Counsel has reviewed and approved the form of this agreement. Risk Management has reviewed and approved the contractor's insurance coverage.

The total amount for this three-year agreement is \$2,300,083. It is estimated that the cost for the first year will be \$744,882. The balance of \$1,555,201 will be included in future year budgets.

Public Health Pre-to-Three has included \$478,982 in its 2001-2002 budget. This cost will be offset by participation in the federal Medi-Cal Program and grants, and through an estimated \$26,000 in County general funds for the 10% COLA, which is the net County cost.

Mental Health Services has included \$265,900 in its 2001-02 budget for Pre-to-Three and MHP services. Medi-Cal state and federal funds will cover this entire amount. There is no net County cost for these services.

RECOMMENDED

HEALTH SERVICES DEPARTMENT

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
FAMILY AND COMMUNITY ENRICHMENT SERVICES (FACES)

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 Family and Community Enrichment Services (FACES) shall provide Public Health Community Worker services to Prenatal to Three Initiative (Pre-to-Three), Pre-to-Three mental health and substance abuse services for Medi-Cal eligible infants and their families, and outpatient mental health services for the Mental Health Plan (MHP).

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 Family and Community Enrichment Services (FACES), not to exceed the aggregate of \$25,000.

AGREEMENT WITH FAMILY AND COMMUNITY ENRICHMENT SERVICES
FOR THE PROVISION OF COMMUNITY WORKER SERVICES
FOR THE PRENATAL TO THREE INITIATIVE

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FAMILY AND COMMUNITY ENRICHMENT SERVICES, 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, Public Health and Mental Health Divisions; 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 behavioral health services to Medi-Cal eligible infants and their families identified by the Prenatal to Three Mental Health Team, Community Worker services to Prenatal to Three Initiative, Mental Health Outpatient services for the Mental Health Plan, and First Chance-North, a drop-off center program for individuals under the influence of alcohol and/or drugs including public inebriates and drinking drivers, 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 TWO MILLION THREE HUNDRED THOUSAND EIGHTY-THREE DOLLARS (\$2,300,083) for the three year 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. Indemnification

Contractor shall indemnify, defend, and hold harmless any participating City, Airport, or Township against all claims and actions that in any way arise out of Contractor's negligent or intentional acts or omissions in performing services under its contract with County, including, any claims or action filed by any person based on events occurring after admission to

Contractor's Facility. Contractor's duty to indemnify, defend or hold harmless does not extend to any claims arising out of the arrest, transportation, and/or release of any person by an agency other than Contractor prior to the admission to the Facility.

5. 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.

6. 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).

7. Fingerprinting Certification

At County's sole discretion, Contractor certifies that its employees, as described in Schedule A, Section VI, and all other employees and volunteers who, during the course of performing services under this Agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees and/or volunteers have contact, and, if so, that said employees and/or volunteers will not have contact with the children.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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, to:

San Mateo County, Prenatal to Three Initiative
Attention: Mary Hansell, Director
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:

Family and Community Enrichment Services, Inc.
Attention: Kathleen Steele
610 Elm Street, Suite 212
San Carlos, CA 94070

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.

14. 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 of San Mateo County, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Francisco, California.

15. Term of the Agreement

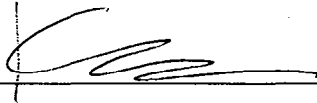
Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

FAMILY AND COMMUNITY ENRICHMENT
SERVICES, INC.

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

By:  _____

Date: _____

Date: 9.10.01 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

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.

Kathleen Steele

Name of 504 Person - Type or Print

Family and Community Enrichment Services, Inc.

Name of Contractor(s) - Type or Print

610 Elm Street, Suite 212

Street Address or PO Box

San Carlos

City

CA

State

94070

Zip Code

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

9.10.01

Date

Kalle

Executive Director

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

FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.: 2001-04

SERVICES

I. Prenatal-to-Three Mental Health Services

For the period July 1, 2001 through June 30, 2004, Contractor shall provide mental health services to Medi-Cal-eligible infants and their families identified by the Prenatal-to-Three Program of Health Services. This program shall attempt to prevent or ameliorate social, emotional and/or developmental problems by addressing at-risk factors such as lack of parent-infant bonding, domestic violence, parent/caregiver with mental health problems, substance abuse, or other behavior-related stressors. 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 improvement requirements of the Short Doyle/Medi-Cal program. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

- A. For each year of the contract term, July 1, 2001 through June 30, 2002, and July 1, 2002 through June 30, 2003, and July 1, 2003 through June 30, 2004, Contractor shall serve up to one hundred thirty (130) families. Of these, approximately twenty-five percent (25%) of the families shall need continuing services beyond the six (6) month period.

Contractor shall provide up to one hundred sixty-eight thousand four hundred sixty-two (168,462) minutes of service for each year of the contract term.

- B. Participants of the program shall receive parent-infant interaction and support services and/or substance abuse intervention services, dependent upon the referral and the assessment and the needs or goals identified by the parent(s) or caregiver(s). All program activities shall be available in English and Spanish. Services shall include:
1. assessment;
 2. individual therapy;
 3. group therapy/counseling;
 4. family intervention and collateral services, and psychoeducational support;
 5. crisis intervention;

- 6. case management and home visits; and
- 7. family centered interagency collaboration.
- C. All infants considered “mid-risk,” as defined by relevant disciplines, shall be referred to Contractor primarily by the Public Health Nurse of the Prenatal-to-Three Initiative. Other referrals may be made by the Prenatal-to-Three Mental Health Team, the Prenatal Addiction Specialists, and the Prenatal-to-Three Community Worker.
- D. Contractor shall screen all families referred to this program within five (5) working days to determine whether they have ongoing mental health needs at a mid-risk level. Families with high-risk needs (e.g., mothers with serious mental illness) shall be referred to the Prenatal-to-Three Mental Health Team within San Mateo County Mental Health Services Division. Families with low-risk or no mental health needs shall be referred back to the referring team and/or be referred to Contractor’s community worker.
- E. Contractor shall act as Care Coordinator and adhere to all administrative and Quality Improvement requirements as specified in the Mental Health Plan (MHP) Training Manual.
- F. Contractor shall participate in case review, as scheduled by the Prenatal-to-Three Mental Health Team leader, to assure that families served by Contractor are mid-risk families.
- G. Contractor shall notify Mental Health Services Administration/Management Information Services by fax within five (5) working days of client discharge.

II. Mental Health Services (authorized by the MHP) – July 1, 2001 through June 30, 2004

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

Contractor shall provide services in a multidisciplinary clinic structure for San Mateo County children and adolescents with known or suspected Attention Deficit Hyperactivity Disorder. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program, and clients known to be indigent for whom the MHP has assumed responsibility. Services may be provided at a public school site or at Contractor’s offices. The number of clients referred will depend on service demand.

- A. All clients shall be authorized for service by Mental Health Services Division's ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.
- B. Clients shall receive an initial screening/assessment within five (5) working days of authorization. After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of 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. screening and assessment services;
 - 2. medication assessment;
 - 3. treatment services;
 - a. brief individual, family, and group therapy;
 - b. collateral services, including contact with family and other significant service providers; and
 - c. medication management.

III. Administrative Requirements

A. All Services

- 1. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including assessment and service plans, and progress notes).
- 2. 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.

IV. Goals and Objectives

A. Prenatal-to-Three Mental Health Services

Goal 1: All clients will be given an opportunity to respond to a client satisfaction survey upon discharge or at twelve (12) months of receiving services.

Objective: Ninety percent (90%) of clients responding shall be satisfied with service as measured by satisfaction instrument.

Goal 2: Contractor will provide services that enhance parental functioning.

Objective: At least fifty percent (50%) of parents served shall show improvement in functioning after receiving treatment services as measured by the Parental Level of Functioning instrument.

Goal 3: Contractor shall help families maintain infants in their homes.

Objective: No more than ten percent (10%) of the infants served shall be removed for child protective service reasons.

B. Mental Health Services (authorized by MHP)

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

Objective: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit between the time of intake and a year after intake.

Goal 2: All clients receiving at least three (3) treatment services shall be administered a client satisfaction survey provided by the MHP.

Objective: Ninety percent (90%) of clients responding shall be satisfied with service as measured by client satisfaction survey administered by the MHP.

C. All Services

Goal 1: Contractor shall enhance program's cultural competence.

Objective: Contractor shall receive at least one (1) training in some aspect of cultural competency or diversity for each year of the contract term.

Goal 2: Contractor shall develop a family-professional partnership.

Objective: Parent or other caregivers shall be involved one hundred percent (100%) of the time in developing the treatment plan of their child to the extent that they are capable and that it is clinically appropriate.

V. Prenatal-to-Three Initiative Community Worker Services

Contractor agrees to the following scope of work in relationship to Contractor's acceptance of the Prenatal-to-Three Community Worker Request for Proposal.

- A. The community workers shall be employees of Contractor. There shall be no employer/employee relationship between County and the community workers. Contractor shall provide a total of nine (9) community workers between July 1, 2001 and June 30, 2004. If County determines that County does not want to use the services of a particular community worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for such community worker's services shall be limited to the hours actually worked by that community worker.
- B. The nine (9) community workers shall be assigned to locations determined by the County.
- C. Community workers shall share work stations at Contractor's facility with a desk and a phone. Each community worker shall have his/her own voice mail.
- D. Contractor shall provide or assure staff supervision.
- E. Contractor shall provide the community workers with an extensive orientation to Contractor's organization to help them become familiar with policies, procedures, and form used by staff members.
- F. All community workers shall be fully functioning members of the Prenatal-to-Three Initiative. County shall be responsible for the assignment of families, caseload, case management, and training pertaining to the daily job functions of the community workers.
- G. County shall provide the case management forms and other forms needed and used by the community workers in relation to their job description.
- H. Contractor's project manager shall meet with the community workers at least once a month.
- I. Compliance with Medi-Cal Administrative Activity Requirements: Contractor agrees to comply with State Department of Health Services (DHS) regulations and policies regarding Medicaid Administrative Activities as outlined in the contract between DHS and the local government agency, namely County.

SCHEDULE B

FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.: 2001-04

PAYMENTS

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

I. Prenatal-to-Three 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 TWO HUNDRED FORTY THOUSAND NINE HUNDRED DOLLARS (\$240,900) for services provided under Schedule A, Section I, of this Agreement for the period of July 1, 2001 through June 30, 2004.

1. From July 1, 2001 through June 30, 2002, Contractor shall be reimbursed for services provided under Schedule A of this Agreement at a rate of ONE DOLLAR FORTY-THREE CENTS (\$1.43) per minute up to a maximum of TWO HUNDRED FORTY THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$240,900.00) for a maximum total of one hundred sixty-eight thousand four hundred sixty-two (168,462) minutes of service.
2. For the second year of this Agreement, July 1, 2002 through June 30, 2003, County may negotiate a Cost of Living Adjustment (COLA). Any COLA shall be based on the Bay Area rate of inflation, program operating costs, and available County financial resources.
3. For the third year of this Agreement, July 1, 2003 through June 30, 2004 County may negotiate a Cost of Living Adjustment (COLA). Any COLA shall be based on the Bay Area rate of inflation, program operating costs, and available County financial resources.

II. Mental Health Services, (authorized by the MHP) – July 1, 2001 through June 30, 2004

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 Schedule A, Section II, of this Agreement.

1. Expanded Screening/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. The assessment shall include initial phone contact to schedule an intake evaluation; behavior/history checklists mailed to caregiver and teacher; phone consultation with teacher; and review of behavior/history checklists.

Screening/Assessment Services \$125 per assessment

2. Psychological Assessment/Testing Services (Ph.D.)

An evaluation shall consist of individual sessions; scoring of tests; written report and case conference; and classroom observation using structured observation tools; totaling approximately nine (9) hours of service and be conducted by a licensed psychologist. Payment will be made upon receipt of completed psychological assessment.

Psychological Assessment \$425 per evaluation

3. Medication Assessment (MD)

A medication assessment shall consist of at least one (1) face-to-face visit and be conducted by a licensed physician (psychiatrist).

Medication	2001-02	2002-03	2003-04
Assessment	\$111.30 per assessment	\$114.64 per assessment	\$118.08 per assessment

4. Treatment Services

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. Medication management shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist). Rate of payment shall be as follows:

F. Funding

1. Payment shall be at the following rates:

	2001-02	2002-03	2003-04
Assessment (per case)	\$125.00	\$128.75	\$132.61
Psychological Testing Package	\$425.00	\$437.75	\$450.88
Individual Therapy (per session)	\$52.50	\$54.08	\$55.70
Group Therapy (per person, per session)	\$16.80	\$17.30	\$17.82
Family Therapy (per hour; includes all members)	\$63.00	\$64.89	\$66.84
Medication Assessment (per case)	\$111.30	\$114.64	\$118.08
Medication Management (per session)	\$44.10	\$45.42	\$46.78
Clinical Consultation (Telephone per 15 minutes)	\$10.50	\$10.82	\$11.14

III. Prenatal-to-Three Initiative, Budget Unit #62810

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 ONE MILLION FOUR HUNDRED EIGHTY THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS (\$1,480,485) for services provided under Schedule A, Section V, Prenatal-to-Three Initiative of this Agreement for the period of July 1, 2001 through June 30, 2004.

Total project funding for **FY 2001-02** shall not exceed **FOUR HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS (\$478,982)**, to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement amount of **FOUR HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS (\$478,982)** payable at the end of each month beginning July 31, 2001:

July 31, 2001	\$39,915.17		January 31, 2002	\$39,915.17
August 31, 2001	\$39,915.17		February 28, 2002	\$39,915.17
September 30, 2001	\$39,915.17		March 31, 2002	\$39,915.17
October 31, 2001	\$39,915.17		April 30, 2002	\$39,915.17
November 30, 2001	\$39,915.17		May 31, 2002	\$39,915.17
December 31, 2001	\$39,915.17		June 30, 2002	\$39,915.13

Total project funding for **FY 2002-03** shall not exceed **FOUR HUNDRED NINETY-THREE THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS (\$493,351)**, to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement amount of **FOUR HUNDRED NINETY-THREE THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS (\$493,351)** payable at the end of each month beginning July 31, 2002:

July 31, 2002	\$41,112.58		January 31, 2003	\$41,112.58
August 31, 2002	\$41,112.58		February 28, 2003	\$41,112.58
September 30, 2002	\$41,112.58		March 31, 2003	\$41,112.58
October 31, 2002	\$41,112.58		April 30, 2003	\$41,112.58
November 30, 2002	\$41,112.58		May 31, 2003	\$41,112.58
December 31, 2002	\$41,112.58		June 30, 2003	\$41,112.62

Total project funding for **FY 2003-04** shall not exceed **FIVE HUNDRED EIGHT THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS (\$508,152)**, to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement amount of **FIVE HUNDRED EIGHT THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS (\$508,152)** payable at the end of each month beginning July 31, 2003:

July 31, 2003	\$42,346		January 31, 2004	\$42,346
August 31, 2003	\$42,346		February 28, 2004	\$42,346
September 30, 2003	\$42,346		March 31, 2004	\$42,346
October 31, 2003	\$42,346		April 30, 2004	\$42,346
November 30, 2003	\$42,346		May 31, 2004	\$42,346
December 31, 2003	\$42,346		June 30, 2004	\$42,346

Contractor shall provide monthly reports to County, including a brief narrative describing the community worker's activities as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.

County shall have the right to withhold payment if County determines that the quantity and quality of work performed is unacceptable.

- IV. In any event, the total maximum amount County shall be obligated to pay for services rendered under this entire Agreement shall not exceed TWO MILLION THREE THOUSAND AND EIGHTY THREE DOLLARS (\$2,300,083) for the three-year contract term. (July 1, 2001 through June 30, 2004).
- V. Contractor shall bill on or before the tenth (10th) working day of each month for prior month's services.
- VI. Claims shall be in the format specified by the Health Services Agency. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.
- VII. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement for all mental health services provided. 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.
- VIII. If County or Contractor finds that performance is inadequate, a meeting may be called by either party to discuss the causes for the performance problem; this Agreement may either be renegotiated, allowed to continue to the end of the term, or terminated pursuant to paragraph 15 of this Agreement.
- IX. 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.
- X. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3rd) quarter of the contract year.
- XI. It is projected that Contractor will generate the following level of federal share Medi-Cal reimbursement:

Prenatal to Three Initiative Community Worker Services	\$740,242
Pre-to-Three Mental Health Services	\$151,620
Mental Health Services (MHP)	<u>12,500</u>
	\$904,362

SCHEDULE C

Contract between County of San Mateo and Family and Community Enrichment Services, Inc., 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.

BOARD AGENDA ROUTING SLIP

DIVISION/CONTACT: _____
 SUBJECT: Mental Health Services/Gillian Botha-Harvey
Family & Community Enrichment Services
 TELEPHONE: _____
X2641

1. Review by Division Director
 Comments:

 Initials - Date

2. Review by Risk Management
 Comments:

ghm 9/10/01

 Initials - Date

3. Review by County Counsel
 Comments:

 Initials - Date

4. Copies of agreement and resolution made by division

 Initials - Date

5. Review by Health Services Administration
 Comments:

 Initials - Date

6. Review and Signature by Margaret Taylor
 Comments:

 Initials - Date

Date received by Health Services Administration: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID RL
FAMI-11

DATE (MM/DD/YY)
05/24/01

PRODUCER
Chapman & Associates
License #0522024
P. O. Box 5455
Pasadena CA 91117-0455
Phone: 626-405-8031 Fax: 626-405-0585

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

INSURED

Family & Community Enrichment
Services Inc
610 Elm St Ste 212
San Carlos CA 94070

INSURER A: **Riverport Insurance Company**
INSURER B:
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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RP0001712	04/26/01	04/26/02	EACH OCCURRENCE \$ 1000000
		RP0001712	04/26/01	04/26/02	FIRE DAMAGE (Any one fire) \$ 50000
					MED EXP (Any one person) \$ 5000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 3000000
					PRODUCTS - COMP/OP AGG \$ 1000000
A	AUTOMOBILE LIABILITY <input 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	RP0001712	04/26/01	04/26/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 County of San Mateo, its officers, agents & employees are named as Additional Insured/Funding Source with respects to the operations of the Named Insured.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

County of San Mateo
Mental Health Division
Doreen Avery
225 37th Ave
San Mateo CA 94403

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.

AUTHORIZED REPRESENTATIVE

**STATE
COMPENSATION
INSURANCE
FUND**

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-03-01

POLICY NUMBER: 1062124 - 01
CERTIFICATE EXPIRES: 03-03-02

SAN MATEO COUNTY
MENTAL HEALTH SERVICES DIV.
225 37TH AVE.
SAN MATEO 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 10 days' advance written notice to the employer.

We will also give you 10 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.

EMPLOYER

LEGAL NAME

FAMILY AND COMMUNITY ENRICHMENT
SERVICES, INC.
610 ELM ST STE 212
SAN CARLOS, CA 94070

FAMILY & COMMUNITY ENRICHMENT SERVICES, IN
A NON-PROFIT CORPORATION

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Family and Community Enrichment Services, Inc.

Contact Person: Kathleen Steele

Address: 610 Elm Street, Suite 212

San Carlos, CA 94070

Phone Number: 650-591-9623 Fax Number: 650-591-9750

II Employees

Does the Contractor have any employees? [X] Yes [] No

Does the Contractor provide benefits to spouses of employees? [] Yes [X] No

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

III Equal Benefits Compliance (Check one)

- [] 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 (date) and expires on (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 10 day of Sept., 2001 at San Mateo, CA (City) (State)

[Signature] Signature

Kathleen Steele Name (Please Print)

Executive Director Title

94 3051693 Contractor Tax Identification Number