

COUNTY OF SAN MATEO  
Departmental Correspondence

DATE **SEP 13 2001**  
HEARING DATE **SEP 25 2001**

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



RECOMMENDATION

Adopt a resolution:

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

FSA has provided child abuse treatment services in San Mateo County for over 17 years. In April 2001, the Mental Health Services Division issued a Notice of Pre-Proposal Survey for the Child Abuse Mental Health Treatment Program. Two agencies responded and only one agency, Family Service Agency had the capacity and experience to provide this service. In June 2001, FSA was selected to continue providing child abuse treatment services for San Mateo County youth and their families. Program services include: assessment; specialized individual; group, and family therapy; case management; and crisis intervention. Services are provided in northern, central, and southern office locations in the county and are available in both English and Spanish. The rates for FY2001-02 year reflect a 10% increase over last year.

As a result of an Office of Criminal Justice Planning grant for the Answers Benefiting Children (ABC) program, child abuse prevention and treatment services will continue at the Redwood City Healthy Start school sites. FSA will provide services at Hoover, Taft, and Fair Oaks elementary schools.

In May 1998, FSA was selected through an Request for Proposals to continue to provide outpatient services to both youth and adults under the San Mateo County Mental Health Plan (MHP). FSA did not respond to the April 2001 RFP electing to discontinue this service. However, there are currently young adults receiving outpatient services through FSA. FSA will continue to provide to these clients service until it is clinically appropriate to terminate or transfer services. No new referrals will be made to FSA under the MHP.

Goals and Objectives

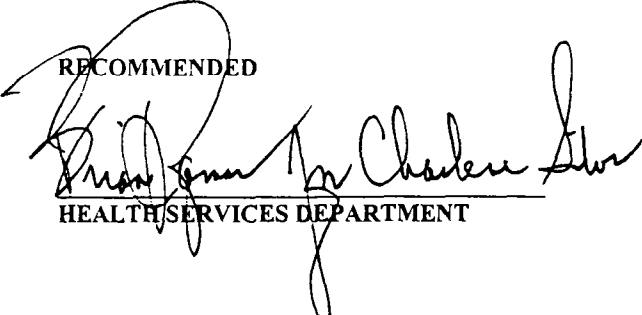
The program's major objectives and actual performance from last year and objectives for this year are as follows:

Performance Outcomes	2000-01 Objective	2000-01 Actual	2001-02 Objective
<b>Child Abuse Treatment</b>			
Percent of children served who are maintained in family home or home-like setting after six months of receiving services	85%	97.8%	90%
Percent of families served for a period of at least six months who have no reoccurrence of reported abuse, molest, or neglect during their course of treatment	90%	94%	90%
<b>MHP Outpatient Services</b>			
Maximum percent of individuals served who are admitted to a psychiatric emergency service unit between the time of intake and a year after intake	5%	0%	5%

Term and Fiscal Impact

The agreement remains effective from July 1, 2001 through June 30, 2002, and contains the usual relationship of parties, hold harmless, and insurance clauses. Risk Management and County Counsel have approved the agreement.

The contract total is \$925,733 and has been included in the approved 2001-02 Mental Health Services' budget. An estimated \$149,768 in State Child Abuse Prevention funds will be transferred to Mental Health Services from the Human Services Agency for the Children Abuse Treatment Program, and the Office of Criminal Justice Planning is providing \$128,000 for the Answers Benefiting Children Program. An anticipated \$610,346 will be covered by federal and state Medi-Cal. Sales tax provided through realignment will cover 82% or \$30,848 of the remaining \$37,619. The net county cost is \$6,771. 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

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RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT WITH FAMILY SERVICE AGENCY

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

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

WHEREAS, this Board has been presented with the 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  
Service Agency, not to exceed the aggregate of \$25,000.

AGREEMENT WITH FAMILY SERVICE AGENCY  
FOR MENTAL HEALTH SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FAMILY SERVICE AGENCY, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, 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 mental health services for the Child Abuse Treatment Services Program, Answers Benefiting Children Program, and the Mental Health Plan Outpatient Services Program 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 NINE HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS (\$925,733) 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:

Family Service Agency  
1870 El Camino Real  
Burlingame, CA 94010

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

12. Venue

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

13. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2002. 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.

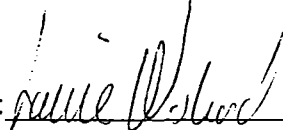
Parties recognize that Contractor has performed services from July 1, 2001 through date of execution of this Agreement in anticipation of execution of this Agreement. Parties agree that services are subject to all terms and conditions contained herein.

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

COUNTY OF SAN MATEO

FAMILY SERVICE AGENCY

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

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

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

Date: 9/10/01 \_\_\_\_\_

ATTEST:

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

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

## SCHEDULE A

### FAMILY SERVICE AGENCY: 2001-02

#### SERVICES

Contractor shall provide Child Abuse Treatment Program services, Answers Benefiting Children Program (Child Abuse Treatment Program), and Mental Health Plan Outpatient Services Program. 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. San Mateo County MHP Community-Based Provider Manual, Client Complaint/Grievance Procedure Manual, and Provider Complaint and Appeal Procedure are included by reference and incorporated herein. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

#### I. CHILD ABUSE TREATMENT PROGRAM

A. Contractor shall provide mental health services to abused children/youth and their families. All referrals to the program shall be made directly by a Children and Family Services worker. All program activities shall be available in both English and Spanish. Services include:

1. assessment;
2. individual therapy;
3. group therapy and counseling;
4. collateral services and family counseling/therapy;
5. crisis intervention (once client is accepted into program);
6. case management/brokerage;
7. home and school visits as needed;
8. client centered interagency collaboration;
9. program-related interagency collaboration;
10. rehabilitation services (e.g., daily living skills);

11. transportation time required to bring children to group treatment and parents for non offending parent Spanish-speaking group; and
  12. child care for parents served Monday through Thursday at the Burlingame office and one (1) night a week at the Redwood City office.
- B. Contractor shall provide three hundred fifty-one thousand two hundred and forty-two (351,242) units of services. One (1) unit equals one (1) minute of mental health service.
  - C. Contractor shall serve approximately one hundred fifty (150) Medi-Cal unduplicated clients between July 1, 2001 and June 30, 2002.
  - D. Contractor shall operate services at three (3) offices, Burlingame, Redwood City, and a site in North County.
  - E. Contractor shall adhere to the following guidelines:
    - within forty-eight (48) hours of referral, Contractor's staff shall attempt to contact the family;
    - after first (1<sup>st</sup>) contact, the assessment is offered within five (5) working days;
    - assigned treatment within two (2) weeks after assessment; and
    - will send to the Children and Family Services Division an e-mail, or send by fax, information regarding the designation of treatment provider.
  - F. Contractor shall participate in County youth required evaluation activities.
  - G. Contractor shall participate with Mental Health Services Division on a monthly basis in clinical review of all clients receiving services for at least one (1) year.
  - H. Contractor shall participate with Mental Health Services Division on a quarterly basis in a review of all high utilizers of service. High utilizers are defined as those clients whose cost of service is within the top ten percent (10%) at the end of the quarter.
  - I. Contractor agrees to notify Children and Family Services worker after one (1) unexcused appointment or two (2) consecutive excused absences.
- II. CHILD ABUSE TREATMENT PROGRAM - ANSWERS BENEFITING CHILDREN (ABC) PROGRAM (July 1, 2001 through March 31, 2002)

- A. Contractor shall provide mental health services to abused children/youth and their families as part of the ABC state grant. All referrals come from the community surrounding the three (3) Healthy Start school sites in the Redwood City Healthy Start Network: Taft, Hoover, and Fair Oaks as part of the ABC program. This will include referrals from the ABC home visiting component stationed at these three (3) schools. All program activities shall be available in both English and Spanish. Services include:
1. assessment;
  2. individual therapy;
  3. group therapy and counseling;
  4. collateral services and family counseling/therapy;
  5. crisis intervention (once client is accepted into program);
  6. case management/brokerage;
  7. home and school visits as needed;
  8. client centered interagency collaboration;
  9. program-related interagency collaboration;
  10. rehabilitation services (e.g., daily living skills); and
  11. assistance to help clients seek crime victim compensation and legal action.
- B. Contractor shall serve approximately 68 non Medi-Cal insured children between July 1, 2001 and March 30, 2002. A client is one who receives at least one (1) service from the service array described in Section II, paragraph A, above.
- C. Contractor shall adhere to the following guidelines:
1. within forty-eight (48) hours of referral, Contractor's staff shall attempt to contact the family;
  2. after the first (1<sup>st</sup>) contact, the assessment is offered within five (5) working/school days; and
  3. assigned treatment within two (2) weeks after assessment.
- D. Contractor shall participate in both ABC- and State Mental Health Department-related evaluation activities.

### III. MENTAL HEALTH SERVICES (Authorized by the MHP)

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

Contractor shall provide services for young adults (eighteen (18) to twenty-three (23) years) with serious mental illness who have been the victims of repeated sexual/physical trauma during youth. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Programs, and clients known to be indigent, for whom the MHP has assumed responsibility. These services will be provided only to clients currently in treatment with the contractor. The ACCESS team will make no new referrals to these services. The contractor will provide these services until conclusion of treatment and obtain authorization from the ACCESS Team when authorization period expires. Contractor will inform ACCESS Team prior to termination of service to insure appropriate clinical planning.

- A. Services shall be available in English and Spanish and shall include the following:
  - 1. assessment services;
  - 2. treatment services:
    - a. brief individual, family, and group therapy; and
    - b. collateral services, including contact with family and other significant service providers.

### IV. ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including, but not limited to, assessment and service plans, and progress notes).
- B. 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.

### V. GOALS AND OBJECTIVES

A. Child Abuse Treatment Program

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

Objective 1: Eighty-five percent (85%) of children served will be maintained in family home or home-like setting (foster home) after six (6) months of receiving services.

Goal 2: Contractor shall reduce re-incidence of child abuse, molest or neglect.

Objective 1: At least ninety percent (90%) of families served for a period of at least six (6) months will have no re-incidence of reported abuse, molest or neglect during their course of treatment.

Goal 3: Contractor shall complete treatment in a reasonable amount of time to ameliorate problems.

Objective 1: No more than ten percent (10%) of unduplicated clients will be in treatment more than two (2) years.

Goal 4: Contractor shall effectively manage the care of clients with the result of providing service to more clients under this Agreement.

Objective 1: Contractor shall provide service to a minimum of one hundred fifty (150) clients with an average of two thousand three hundred and forty-one (2,341) units of service per client.

B. Child Abuse Treatment - ABC Program

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

Objective 1: Eighty-five percent (85%) of children served will be maintained in family home or home-like setting (foster home) after six (6) months of receiving services.

Goal 2: Contractor shall reduce re-incidence of child abuse, molest or neglect.

Objective 1: At least ninety percent (90%) of families served for a period of at least six (6) months will have no re-incidence of reported abuse, molest or neglect during their course of treatment.



C. Mental Health Plan Outpatient Services Program

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

Objective 1: 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 one (1) treatment service shall be administered a client satisfaction survey provided by the MHP.

Objective 1: Ninety percent (90%) of clients responding shall be satisfied with service as measured by client satisfaction survey administered by the MHP.

D. All Programs

Goal 1: Contractor shall enhance program's cultural competence. Contractor shall seek a racial and sexual parity of volunteers and staff members to the client population.

Objective 1: Contractor shall receive at least one (1) training in some aspect of cultural competency or diversity between July 1, 2001 through June 30, 2002.

Goal 2: Contractor shall develop a family-professional partnership for all child and youth services.

Objective 1: At least ninety percent (90%) of parents or other caregivers shall be involved in the assessment and development of service plan (i.e., signing of service plan) of their child.

## SCHEDULE B

### FAMILY SERVICE AGENCY: 2001-02

#### PAYMENTS

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

#### I. CHILD ABUSE TREATMENT PROGRAM

##### A. Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of SEVEN HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED AND THIRTY-FOUR DOLLARS (\$772,733) for services provided under Schedule A, Section I, of this Agreement for the period of July 1, 2001 through June 30, 2002.

1. County shall pay Contractor at a rate of TWO DOLLARS TWENTY CENTS (\$2.20) per minute of service, not to exceed three hundred fifty-one thousand two hundred and forty-two (351,242) total minutes and SEVEN HUNDRED AND SEVENTY-TWO THOUSAND SEVEN HUNDRED AND THIRTY-TWO DOLLARS (\$772,733). Payment shall be made on behalf of Medi-Cal eligible clients only. At least one hundred fifty (150) clients must be full scope Medi-Cal.
2. FORTY-NINE THOUSAND ONE HUNDRED AND SEVENTY-FOUR DOLLARS (\$49,174) of the contract increase over 2001-2002 will be dedicated to salaries and benefits increase

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

##### A. Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS (\$128,000) for services provided under Schedule A, Section II, of this Agreement for the period of July 1, 2001 through March 30, 2002.

1. For ABC Program target population (non-Medi-Cal population), County shall pay Contractor nine (9) monthly payments of up to FOURTEEN

THOUSAND TWO HUNDRED AND TWENTY-TWO DOLLARS (\$14,222.00) between July 1, 2001 and March 30, 2002, for a maximum amount of ONE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS (\$128,000).

III. MENTAL HEALTH PLAN OUTPATIENT SERVICES PROGRAM

A. Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for services provided under Schedule A, Section III of this Agreement for the period of July 1, 2001 through June 30, 2002.

1. Contractor shall be paid the following case rates:

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

Individual Therapy (per session)	\$52.50
Group Therapy (per person per session)	\$16.80
Family Therapy (per hour; includes all members)	\$63.00
Clinical Consultation (telephone/15 minutes)	\$10.50

- IV. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed NINE HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED AND THIRTY-TWO DOLLARS (\$925,733).
- V. Budget modifications may be approved by the Director of Health Services or her designee, not to exceed the aggregate of \$25,000 for each Agreement.
- VI. Medi-Cal cases seen under this Agreement are to be reimbursed by the Mental Health Services Division. No other revenue sources may be collected for Medi-Cal clients. Under no circumstances may Medi-Cal eligible clients be charged for services provided.
- VII. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month's services.
- VIII. Claims shall be in the format specified by County Mental Health Services Division to which shall be attached a detail of charges. All claims shall clearly reflect, and in reasonable detail, give information regarding the services for which claim is made.

- IX. Contractor shall report (at monthly intervals) state-required data to the division's Management Information System (MIS) Unit. The data shall become incorporated into a year-end report which shall include such information as required by Director or her authorized designee to permit Medi-Cal claiming, reporting, monitoring, and evaluation of Contractor's program pursuant to this Agreement.
- X. In the event this Agreement is terminated prior to June 30, 2002, Contractor shall be paid for services already provided pursuant to this Agreement.
- XI. Contractor shall submit to County a year-end Cost Report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report. If Contractor has received more than THREE HUNDRED THOUSAND DOLLARS (\$300,000) in federal funds for the fiscal year, the audit must meet the requirements of the federal Single Audit Act and OMB Circular A-133.
- XII. If the annual Cost Report provided to the County shows that the total payments to Contractor exceed the total actual costs for all of the services rendered by contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to the County by Contractor, unless otherwise authorized by the Director of Health Services or her designee. By mutual agreement of County and Contractor, contract savings, or "rollover," may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County.
- XIII. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- XIV. However, disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include, but not be limited to, quality improvement (QI) audit disallowances as a result of QI Plan errors or format problems with County designed service documents.
- XV. If County finds that performance is inadequate, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to the end of the term, or terminated pursuant to paragraph 13 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement.

XVI. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of the contract year.

## SCHEDULE C

Contract between County of San Mateo and Family Service Agency, 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.

Stella Haddock

Name of 504 Person - Type or Print

Family Service Agency  
Name of Contractor(s) - Type or Print

1870 El Camino Real  
Street Address or PO Box

Burlingame  
City

CA                      94010  
State                      Zip Code

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

9/10/01  
Date

Lauri Webster  
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 12, 2001

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

CONTRACTOR: Family Service Agency

DO THEY TRAVEL: Yes


PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	\$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

DATE (MM/DD/YY)  
05/11/2001

**PRODUCER**

Falbot Insurance & Fin Services, I  
1300 Sutter Street, Suite 500  
P.O. Box 4047  
Concord, CA 94524-4047  
925-609-6500 ... fax 925-609-6550

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

**COMPANIES AFFORDING COVERAGE**

- COMPANY A North American Specialty Ins
- COMPANY B
- COMPANY C
- COMPANY D

**INSURED**

Family Service Agency of San Mateo Co.  
1370 El Camino Real  
Burlingame CA 94010

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	AFC000074801	07/01/2001	07/01/2002	GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AFC000074801	07/01/2001	07/01/2002	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	AFU000074901	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH ER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

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

**CERTIFICATE HOLDER**

COUNTY OF SAN MATEO  
ITS OFFICERS, AGENTS & EMPLOYEES  
DEPARTMENT OF HEALTH  
AND HUMAN SERVICES  
400 HARBOR BOULEVARD  
BELMONT, CA 94002

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, 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: 01-01-01

POLICY NUMBER: 0446445 - 01  
CERTIFICATE EXPIRES: 01-01-02

COUNTY OF SAN MATEO  
MENTAL HEALTH  
225 W. 37TH AVE.  
SAN MATEO CITY CA 94403

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

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

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

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

*Kenneth C. Bollier*  
PRESIDENT

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

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

NAME OF ADDITIONAL INSURED: COUNTY OF SAN MATEO

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01/01/01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

LEGAL NAME

FAMILY SVC. AGENCY OF SAN MATEO Co  
1870 EL CAMINO REAL  
BURLINGAME CA 94010

FAMILY SERVICE AGENCY OF SAN MATEO CC  
(A NON PROFIT CORP.)

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Family Service Agency
Contact Person: Laurie Wishard
Address: 1870 El Camino Real
Burlingame, CA 94010
Phone Number: Fax Number:

II Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? 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)

- 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 September, 2001 at San Mateo, CA (City) (State)

Laurie Wishard
Signature
President
Title

Laurie Wishard
Name (Please Print)
94-1186169
Contractor Tax Identification Number