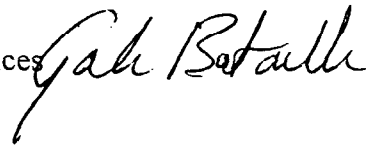


COUNTY OF SAN MATEO
Departmental Correspondence

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

TO: Honorable Board of Supervisors
FROM: Gale Bataille, Director, Mental Health Services
SUBJECT: Agreement with Fred Finch Youth Center



RECOMMENDATION

Adopt a resolution:

1. authorizing the President of the Board to execute an agreement with Fred Finch Youth Center for crisis response in-home stabilization services for seriously emotionally disturbed (SED) youth, ages 5 through 18, and for Therapeutic Behavioral Services (TBS) for SED youth up to age 21.
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

In July 1999, the division issued a Request for Proposals (RFP) for crisis response in-home stabilization services and for TBS for San Mateo County SED youth and their families. The RFP was for an initial one year agreement and the option to renew for three additional years. The RFP was advertised in the San Mateo Times and sent to 92 prospective proposers. Four proposals were received in response to the RFP. Fred Finch Youth Center was selected to provide these services. The purpose of the crisis response program is to provide intensive in-home support to stabilize youth. Without these intensive services, these youth would be hospitalized or placed in group homes. TBS is a new, state-mandated program, 100% reimbursable from the State Department of Mental Health. TBS features intensive in-home behavioral intervention under the San Mateo County Mental Health Plan and community-based behavioral management services.

Discussion

Fred Finch Youth Center will provide crisis response in-home stabilization services for SED youth (ages 5 through 18) and their families. This service is a critical component in our comprehensive system of care for youth. It provides seven-days-a-week, 24-hours-a-day coverage to our most at risk SED youth. The program goal is to maintain youth in the least restrictive, home-like setting and avoid costly higher levels of placement (hospitalization and residential care). This agency has extensive experience working with this at-risk youth population, and has demonstrated its capacity to successfully implement this intensive program.

Fred Finch Youth Center will also provide TBS to clients up to age 21 who are Medi-Cal beneficiaries. TBS provides short-term services to SED children/youth who are experiencing a stressful transition or life crisis, which puts them at risk of placement in an institution or intensive residential program or of being unable to transition from that level to a lower level of care. Medi-Cal requires that services be provided on an immediate basis to children/youth who meet specific criteria. Fred Finch Youth Center is an experienced TBS provider, and the agency has the capacity to fully implement this Medi-Cal mandated entitlement. The rates for FY2001-02 year reflect a 10% increase over last year.

Performance outcomes for 2000-01 addressing the goal of maintaining children in the least restrictive environment are as follows:

Performance Outcomes	2000-01 Objective	2000-01 Actual	2001-02 Objective
Crisis Response In-Home Stabilization Program			
Maximum number of psychiatric inpatient county Medi-Cal beds for youth that will be utilized on a daily basis	3.0 or less	2.0	2.0
Therapeutic Behavioral Services			
Percent of children/youth who shall be maintained at the current or reduced level of placement for at least six months following provision of TBS	75%	70%	75%

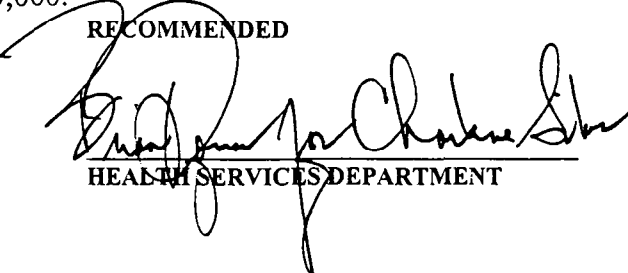
Term and Fiscal Impact

The agreement is effective from January 1, 2001 through June 30, 2002, and carries the usual relationship of parties, hold harmless, and insurance clauses. The agreement has been reviewed and approved by County Counsel and Risk Management.

The total maximum for the term of the agreement is \$1,528,521. Of that amount, \$1,091,177 is included for TBS and \$437,344.00 for in-home crisis stabilization. The TBS program costs are fully reimbursable and payment will be made only for the actual services provided.

Federal and state Medi-Cal is expected to fund a total of \$976,024. \$73,080 will be funded through SB90 reimbursements for SED youth receiving services pursuant to Title 1, Division 7, Chapter 26.5 of the Government Code. Sales tax provided through realignment will cover 82% or \$393,122 of the remaining balance of \$479,417. The remaining \$86,295 is the net County cost. We are requesting that the Director of Health Services be given signing authority to execute minor amendments and adjustments up to \$25,000.

RECOMMENDED



HEALTH SERVICES DEPARTMENT

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
FRED FINCH YOUTH CENTER

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 Fred Finch Youth Center shall provide crisis response in-home stabilization services for seriously emotionally disturbed (SED) youth, ages 5 through 18, and for Therapeutic Behavioral Services (TBS) for SED youth up to age 21; 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 Fred Finch Youth Center, not to exceed the aggregate of \$25,000.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
FRED FINCH YOUTH CENTER

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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 Fred Finch Youth Center shall provide crisis response in-home stabilization services for seriously emotionally disturbed (SED) youth, ages 5 through 18, and for Therapeutic Behavioral Services (TBS) for SED youth up to age 21; and

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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 Fred Finch Youth Center, not to exceed the aggregate of \$25,000.

AGREEMENT WITH FRED FINCH YOUTH CENTER FOR
CRISIS RESPONSE IN-HOME STABILIZATION SERVICES
AND THERAPEUTIC BEHAVIORAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FRED FINCH YOUTH CENTER, hereinafter called "Contractor";

WITNESSETH:

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 crisis response in-home stabilization services to seriously emotionally disturbed (SED) children and youth, ages five (5) through eighteen (18) and Therapeutic Behavioral Services for children and youth up to age twenty-one (21) as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION FIVE HUNDRED TWENTY-

EIGHT THOUSAND FIVE HUNDRED AND TWENTY-ONE DOLLARS (\$1,528,521) 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 contract 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:

Fred Finch Youth Center
3800 Coolidge Avenue
Oakland, CA 94602-3399

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

FRED FINCH YOUTH CENTER

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

By: John Steindorst KJ

Date: _____

Date: 9-5-01

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.

Laura White
Name of 504 Person - Type or Print

Fred Finch Youth Center
Name of Contractor(s) - Type or Print

3800 Coolidge Avenue
Street Address or PO Box

Oakland
City

CA
State

94602-3399
Zip Code

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

9-5-01
Date

John Steinbirt CEO KJ
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

FRED FINCH YOUTH CENTER: JULY 1, 2001 - JUNE 30, 2002

I. SERVICES

In full consideration of the payments herein provided for, Contractor shall provide crisis response in-home stabilization services and Therapeutic Behavioral Services (TBS). 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. Crisis Response In-Home Stabilization Services (Bridges of San Mateo Program)

For the period July 1, 2001 through June 30, 2002, Contractor shall provide crisis response in-home stabilization services to sixty (60) seriously emotionally disturbed (SED) youth. This service will provide an immediate treatment alternative to acute emergency and inpatient psychiatric facilities to youth who are not a danger to themselves or others, i.e., W&I Code 5150 criteria. This service will also provide intensive in-home services to youth who are recently discharged from a psychiatric hospital, at risk for group home placement, and in need of additional support to stabilize and transition into the community.

1. This program, hereinafter referred to as "Bridges of San Mateo," shall be available to such eligible clients of the Mental Health Services Division, hereinafter referred to as "Division," of the County Health Services Agency, hereinafter referred to as "Agency," as may be referred to the program by Division staff so authorized by the Director of Mental Health Services.
2. Eligibility for admission to Bridges of San Mateo shall be confined to youth with psychiatric disturbances; such youth shall be identified according to the following criteria:
 - a. County youth ages five (5) through eighteen (18) who are SED and: 1) at imminent risk of hospitalization, 2) at imminent risk of group home placement, 3) recently released from a psychiatric hospital and in need of additional support to stabilize in the community, 4) have a history of recent psychiatric hospitalization and high risk of re-hospitalization without additional support, or, 5) experiencing a crisis in the home and requiring in-home services

to stabilize the family situation. All youth presenting as imminently dangerous to themselves or others or who are gravely disabled (meeting W&I Code 5150 criteria) will be excluded from immediate referral to this program and will be referred for hospitalization.

- b. All referrals shall be made by the Mental Health Services Division Youth staff with the Youth Case Management Supervisor prioritizing the referrals.
3. Each youth referred to Bridges of San Mateo as hereinabove described shall receive the following services:
 - a. Comprehensive Intake Services
 - If a referral is made while a youth is at Psychiatric Emergency Services (PES), the Bridges of San Mateo's therapist will respond within five (5) minutes by phone and within thirty (30) minutes in person.
 - If the youth is sent home from PES with a referral to Bridges of San Mateo, in-home services will begin within twenty-four (24) hours of discharge.
 - If the youth is discharged from an inpatient psychiatric unit with a referral to Bridges of San Mateo, in-home services will begin within twenty-four (24) hours of discharge.
 - All other referrals to the program will also involve contact with the family within forty-eight (48) hours of referral.
 - An initial treatment plan will be completed within five (5) days of first contact with the youth in their home.
 - Intake Services will be available seven (7) days a week, twenty-four (24) hours a day.
 - b. Staffing
 - 5.50 FTE staff will provide services to this program:
 - 1.00 FTE, Licensed Clinician/Project Coordinator (at least two (2) years post-licensure experience)

4.00 FTE, Therapist/Case Manager (licensed or waived master's level with at least one (1) year of continuous non-internship working with SED children or youth. At least one (1) therapist/case manager will be Spanish-speaking.)

.50 FTE, Clerical

Staff will carry pagers and be available seven (7) days a week, twenty-four (24) hours a day, including holidays to provide crisis response and intervention to the families.

Staff will be culturally competent and capable of working with a culturally diverse population. Contractor will provide interpreter services, if needed, to youth and families in the program to ensure that all families can utilize the intensive in-home services.

c. Intensive Clinical Services

Staff will provide outcome-driven assessments of youth and their families that examine their needs and strengths in all relevant areas, i.e., living arrangement, educational, vocational, medical, psychological, emotional, legal, social, and recreational.

The program will provide short-term or brief individual and family counseling; crisis intervention; case management; and psycho-educational training.

Services will be provided in the family's home or other locations convenient to family members, such as school, a job site, a neighborhood restaurant, or community center. Coverage will be provided seven (7) days a week and home visits can be scheduled on Saturday and Sunday.

Services will be provided to an estimated sixty (60) SED youth. Length of stay in the program will vary based on the acuity level of the youth and proposed treatment plan. Youth may be re-referred to the program if a crisis re-emerges.

Staff will maintain ongoing contact with Child and Youth System of Care staff, primarily Youth Case Managers. Staff will also maintain contact with other County Agency personnel and community-based agency providers involved with the youth.

Staff will have access to flexible funds within existing Bridges of San Mateo budget. Any extraordinary expenses would require that Bridges of San Mateo staff apply for these funds through the existing flexible funds youth protocol.

4. Contractor shall provide services to sixty (60) SED youth during the term of this Agreement, provided that demand for such quantity of services exists, demand to be determined by the number and needs of eligible persons referred to Contractor by authorized referral sources herein defined.
5. Individual records shall be kept on each youth at Fred Finch Youth Center according to County Mental Health Services standards. Records must be legible and kept in detail consistent with appropriate medical and professional practice in order to: a) permit effective internal professional review and external medical audit process; and b) facilitate an adequate system for follow-up of treatment.
6. Individual records shall also include:
 - Within five (5) days of receiving a referral, program staff will convene a treatment team meeting to include County Mental Health and other agency staff, family, extended family, and other caregivers, resource people from community organizations, teachers and others as appropriate. An initial treatment plan will be completed at this meeting.
 - Referring worker satisfaction surveys to provide Contractor with feedback about staff experiences with Bridges of San Mateo staff and perceptions of client outcomes. Surveys to be provided to staff within ten (10) days of client discharge.
 - Parent or caregiver satisfaction survey to be provided to family within ten (10) days of discharge.
 - Discharge summary to be completed within ten (10) days of youth's last contact with Bridges of San Mateo and copy to be sent to the referring worker.
7. Contractor shall report (at monthly intervals) state-required client data on caseload, units of service and other evaluation data to the Division's Management Information System (MIS) Unit. Client registration will be completed within five (5) days of initial contact with client. The data shall

become incorporated into a year-end report which shall include such information as Director requires to permit reporting, monitoring, and evaluation of Contractor's program pursuant to this Agreement.

8. Contractor shall complete and submit a quarterly statistical report summarizing data relevant to the youth in the program, i.e., number of referrals, source of referrals, lengths of stay, hours of service, and percentages of youth maintained in their family homes.
9. 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.
10. Contractor shall participate in State of California required evaluation activities, as indicated.

B. Therapeutic Behavioral Services

Contractor shall provide all Therapeutic Behavioral Services (TBS) to clients up to age twenty-one (21) as authorized by the Mental Health Services Division. These services shall be provided to full scope Medi-Cal beneficiaries, and also to other clients for whom the Mental Health Plan (MHP) has assumed responsibility. San Mateo County/DMH Eligibility and Documentation Requirements, Client Complaint/Grievance Procedure Manual, and Provider Complaint and Appeal Procedures are included by reference.

1. All clients shall be authorized by the Mental Health Services Division.
2. Services shall be available on-site to provide individualized one-to-one behavioral assistance and behavioral interventions.
 - a. Services provided shall be specified in a written treatment plan using a format provided or approved by County.
 - b. Services shall be available up to twenty-four (24) hour a day, seven (7) days a week, as authorized.
 - c. Assignment of TBS worker will occur within twenty-four (24) hours of referral.

- d. Services shall be provided by up to twenty-four (24) FTE TBS workers, who are licensed practitioners of the healing arts or trained staff members who are under the direction of a licensed practitioner of the healing arts.
3. Contractor shall provide 703,985 units of service. One (1) unit equals one (1) minute of mental health service.

C. Administrative Requirements

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: 1) 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.

II. 2001-02 GOAL AND OBJECTIVES

A. Crisis Response In-Home Stabilization Program

- Goal 1: Contractor shall provide an immediate treatment alternative to acute emergency and inpatient psychiatric facilities to youth who are not a danger to themselves or others or gravely disabled, i.e., W&I Code 5150 criteria.
- Objective 1: Psychiatric inpatient utilization of County Medi-Cal youth beds will be two (2) beds per day or less.
- Objective 2: Utilization of PES for the youth served in this program will be reduced by thirty percent (30%) (for six (6) months after entering the program compared to the six (6) months prior).
- Objective 3: Maintaining at least ninety percent (90%) of referred SED youth in their family homes during the course of in-home services and for three (3) months after the termination of program services.

B. Therapeutic Behavioral Services

Goal 1: Contractor shall provide short-term, one-to-one services to high risk children and youth to maintain residential placement at the lowest appropriate level.

Objective 1: Seventy-five percent (75%) of children/youth shall maintain the current or a reduced level of placement for at least six (6) months following implementation of TBS service.

Goal 2: Child/youth shall be offered an opportunity to respond to a satisfaction survey concerning TBS.

Objective 1: At least eighty-five percent (85%) of clients responding shall rate services as satisfactory, as measured by a client satisfaction questionnaire.

C. All Programs

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

Objective: All program staff shall receive culturally focused training and provide culturally appropriate services to youth and their families.

Goal 2: Contractor shall enhance the program's family-professional partnership.

Objective: Contractor shall involve each child's family in the treatment process. This shall be measured by a rating of "satisfied" in ninety percent (90%) of all questions related to involvement in the therapeutic process in the Parent Satisfaction Survey.

SCHEDULE B

FRED FINCH YOUTH CENTER: JULY 1, 2001 - JUNE 30, 2002

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to paragraph 2.A. ("Maximum Amount") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement:

A. Crisis Response In-Home Stabilization Services (Bridges of San Mateo Program)

1. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FOUR HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED AND FORTY-FOUR DOLLARS (\$437,344) for services provided under Schedule A, Section IA, for the Bridges of San Mateo Program.
2. County shall pay Contractor at the rate of one-twelfth (1/12) of the contract amount or THIRTY-SIX THOUSAND FOUR HUNDRED AND FORTY-FIVE DOLLARS THIRTY-THREE CENTS (\$ 36,445.33) per month for the term of this Agreement. Payment shall be prorated for any partial month of program operation.
3. Ordinary costs of flexible funding for goods and services for participating families shall be borne by Contractor as part of normal operating costs. Extraordinary needs of clients and families may be submitted to County's Wraparound Committee for consideration and authorization for funding.

B. Therapeutic Behavioral Services (TBS)

1. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ONE MILLION NINETY-SEVEN THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$1,091,177) for TBS Services.
2. County shall pay Contractor at a rate of ONE DOLLAR AND FIFTY-FIVE CENTS (\$1.55) per minute of service, not to exceed SEVEN HUNDRED THREE THOUSAND NINE HUNDRED EIGHTY-FIVE (703,985) units of service.

3. Contractor shall only be reimbursed for actual units of service provided.
 4. In any event, the maximum amount County shall be obligated to pay for TBS rendered under this Agreement shall not exceed ONE MILLION NINETY-ONE THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$1,091,177) unless this Agreement is amended.
- C. In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed ONE MILLION FIVE HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED TWENTY-ONE DOLLARS (\$1,528,521) unless this Agreement is amended.
 - D. Budget modifications may be approved by the Director of Health Services or her designee, subject to the maximum amount set forth in Section 2.A. of this Agreement.
 - E. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which the claim is made.
 - F. 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.
 - G. If the annual Cost Report provided to County shows that total payments to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health Services or her designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County.
 - H. Where discrepancies between costs and charges are found on the Cost Report to County, a single payment shall be made to County by Contractor when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in paragraph C above.

- I. 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 end of term, or terminated pursuant to paragraph 13 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement.
- J. In the event Contractor claims or receives payment from County for 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.
- K. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3rd) quarter of the contract year.

SCHEDULE C

Contract between County of San Mateo and Fred Finch Youth Center, 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.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Fred Finch Youth Center
 Contact Person: John Steinfirst
 Address: 3800 Coolidge Avenue
Oakland, CA 94602
 Phone Number: (510) 482-2244 x214 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 5 day of September, 2001 at Oakland, CA.
(City) (State)

John Steinfirst *JS*
 Signature
Chief Executive Officer
 Title

John Steinfirst
 Name (Please Print)

 Contractor Tax Identification Number

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: September 7, 2001

TO: Priscilla Morse, Risk Management/Insurance Division

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

CONTRACTOR: Fred Finch Youth Center

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)
04/04/01

PRODUCER
Gallagher Heffernan Insurance
Brokers, Inc.- CA Lic.#0726293
One Market Spear Twr Ste 200
San Francisco, CA 94105

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
Fred Finch Children's Home Inc
dba: Fred Finch Youth Center
3800 Coolidge Avenue
Oakland, CA 94602

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

COVERAGES

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

NSR/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	200100293	04/01/01	04/01/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	200100293	04/01/01	04/01/02	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Z044979904	01/01/01	01/01/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	OTHER Professional Liability	200100293	04/01/01	04/01/02	\$1,000,000 Each Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: Fred Finch Youth Center 3800 Coolidge Avenue Oakland, CA 94602
In respect to all operations including Special Education Services to Youth from San Mateo County, the Certificate Holder is an Additional Insured where contractually required.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: A CANCELLATION Ten Day Notice for Non-Payment

San Mateo County Mental Health Services, its Officers, Agents an
225 W 37th Avenue
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
Dennis J. O'Hara
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