# **COUNTY OF SAN MATEO** Departmental Correspondence

DATE:

SEP 1 3 2001

HEARING DATE: SEP 2 5 2001

Batall

TO:

Honorable Board of Supervisors

FROM:

Gale Bataille, Director, Mental Health Services

SUBJECT:

Agreement with Edgewood Center For Children And Families

#### RECOMMENDATION

Adopt a resolution:

- 1. authorizing the President of the Board to execute an agreement with Edgewood Center for Children and Families for intensive day treatment services, mental health services authorized by the San Mateo County Mental Health Plan, hospital diversion services and Therapeutic Behavioral Services (TBS) for seriously emotionally disturbed youth.
- 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

Edgewood Center for Children and Families provides three types of services to San Mateo County youth; residential and non-residential day treatment, residential treatment and Therapeutic Behavioral Services (TBS). Since 1996, Edgewood has been providing intensive day treatment services to San Mateo County youth, ages five through twelve. These youth are either temporarily placed at this facility and attend day treatment seven days a week (residential) or reside in their own homes and attend the day treatment program five days a week (non-residential). In April 2001 Edgewood was the only agency that responded to a Pre-Proposal Survey to provide Day Treatment Services. Edgewood was selected and will continue to provide this service to San Mateo County youth. They will also provide Therapeutic Behavioral Services (TBS), a state mandated Medi-Cal service, to youth placed at Edgewood. TBS provides intensive, one-to-one behavioral management services to at risk youth.

In Spring 2000, San Mateo County began discussions with Edgewood Center to purchase a designated residential bed to serve as an alternative to inpatient psychiatric hospitalization for latency age youth. Edgewood Center agreed to provide this service for San Mateo County youth beginning November 2000. In May 2001, Edgewood responded to a Pre-Proposal Survey, which was issued for this hospital diversion service. Edgewood was the only agency that responded, and the agency was selected to continue the program.

Since 1999 Edgewood Center has provided mental health outpatient services to youth and their families under the Mental Health Plan. In April 2001, an Outpatient Services Request for Proposals was issued and Edgewood Center responded with a proposal, which was reviewed and accepted. Edgewood will provide outpatient mental health services to youth and their families through the Mental Health Plan for up to three years, 2001 through 2004.

#### Discussion

Edgewood Center will provide intensive day treatment services to San Mateo County youth who are temporarily placed at Edgewood (residential, 7 days/week) and to youth who live in their own homes and attend the program (non-residential, 5 days/week). Edgewood will also provide outpatient mental health services (under the Mental Health Plan) to San Mateo County youth and their families. Edgewood Center will also designate one residential bed as a hospital diversion service for San Mateo County youth who are experiencing acute psychiatric crisis. Therapeutic Behavioral Services (TBS) will be provided up to three hours per day by Edgewood staff to enhance the services provided to these youth who require additional one-to-one support to be maintained at this level of care. The rates for FY2001-02 year reflect a 10% increase over last year.

Performance Outcomes	2000 - 01	2000-01	2001-02
	Objective	Actual	Objective
Intensive Day Treatment (non-residential)			
Minimum percent of youth who will be placed in less			1
restrictive educational placements upon discharge	90%	100%	90%
Intensive Day Treatment (residential)			
Minimum percent of youth who will be placed in less			
restrictive residential placements upon discharge	90%	100%	90%
Mental Health Services (authorized by MHP)			
Maximum percent of cases treated by Contractor that shall be			
admitted to a psychiatric emergency service unit between the			ļ ,
time of intake and a year after intake	5%	0%	5%
Hospital Diversion/Therapeutic Behavioral Services			
Maximum percent of latency aged youth who shall be			
discharged to an acute psychiatric service (inpatient).	25%	0%	25%

#### Term and Fiscal Impact

The term of the agreement shall be from July 1, 2001 through June 30, 2004 for outpatient services through the Mental Health Plan (MHP), and from July 1, 2001 through June 30, 2002, for intensive day treatment services, hospital diversion services and Therapeutic Behavioral Services. The agreement carries the usual relationship of parties, hold harmless, and insurance clauses and has been reviewed and approved by the County Counsel and Risk Management.

The total amount of the agreement is \$343,595. An estimated \$293,595 required for FY2001-02 has been included in the approved Mental Health Services budget. Federal and State Medi-Cal are expected to fund a total of \$99,118. Services to youth under Title 1, Div. 7, Chapter 26.5 of the Government Code (mental health services to special education certified youth) will cover the balance through an SB 90 state mandated claim reimbursement. There is no net County cost. The Director of Health Services may execute minor amendments and adjustments, such as cost of living increases, up to \$25,000.

411/

RECOMMENDED

HEALTH\SERVICES AGENCY

RESOLUT	'ION NO.	

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

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH EDGEWOOD CENTER FOR CHILDREN AND FAMILIES FOR INTENSIVE DAY TREATMENT SERVICES

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 Edgewood Center for Children and Families will provide non-residential and residential intensive day treatment services, mental health services authorized by the Mental Health Plan, hospital diversion services and Therapeutic Behavioral Services to seriously emotionally disturbed youth; and

WHEREAS, this Board has been presented with a form of 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 Edgewood Center for Children and Families, not to exceed the aggregate of \$25,000.

# AGREEMENT WITH EDGEWOOD CENTER FOR CHILDREN AND FAMILIES FOR MENTAL HEALTH SERVICES

THIS AGREEMENT, entered into this _	day of
	, by and between the COUNTY OF SAN
MATEO, hereinafter called "County," and Edge	wood Center for Children and Families,
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 authorized designee, with respect to the product or result of Contractor's services, shall provide intensive day treatment services, outpatient mental health services through the Mental Health Plan (MHP), hospital diversion services and Therapeutic Behavioral Services, as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

# 2. Payments

A. <u>Maximum Amount</u>. 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 THREE HUNDRED AND FORTY-THREE THOUSAND FIVE HUNDRED AND NINETY-FIVE DOLLARS (\$343,595) 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 authorized 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. <u>Time Limit for Submitting Invoices</u>. 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

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 as made necessary by Section 530 of the Revenue Act of 1978, 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. <u>Insurance</u>

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, the County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately 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, Contractor 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. <u>Liability Insurance</u>. 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

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 AND 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.
- C. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 10532).

#### 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 per-

formed 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. Notices

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County Mental Health Services Division 225 West 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:

Edgewood Center for Children and Families 1801 Vicente Street San Francisco, CA 94116

B. <u>Controlling Law</u>. 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, 2004 for outpatient mental health services through the Mental Health Plan (MHP), and from July 1 2001, through June 30, 2002, for intensive day treatment services, hospital diversion services and Therapeutic Behavioral Services. 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	EDGEWOOD CENTER FOR CHILDREN
	AND FAMILIES
By:	By: Maris la Cipre
Michael D. Nevin, President	
Board of Supervisors, County of San Mateo	
Date:	Date: 9/6/01
•	
ATTEST:	
By:	Date:
Clerk of Said Board	

#### 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 person	ns.	
b. (X) employs 15 or more persons regulation (45 C.F.R. 84.7 (a)), has designat efforts to comply with the DHHS regulation		
Anne De Noronha		
Name of 504 Person	- Type or Print	
Edgewood Center for Children and Families	1801 Vicente S	treet
Name of Contractor(s) - Type or Print	Street Address or	P.O. Box
San Francisco	CA	94116
City	State	Zip Code
I certify that the above information is complete and	correct to the best of my know	ledge.
Date	ignature and Title of Authorize	d Official

"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."

<sup>\*</sup>Exception: DHHS regulations state that:

#### SCHEDULE A

# EDGEWOOD CENTER FOR CHILDREN AND FAMILIES 2001-2002

#### I. SERVICES

In full consideration of the payments herein provided for, Contractor shall provide Intensive Day Treatment Services (non-residential); Intensive Day Treatment Services (residential); Mental Health Services authorized by the Mental Health Plan; Diagnostic Assessment Program Services for latency aged youth and Therapeutic Behavioral Services. These services shall be provided in 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. Intensive Day Treatment Services (Non-Residential)

- 1. For the period July 1, 2001 through June 30, 2002, Contractor shall provide intensive day treatment services to an average of one (1) emotionally and behaviorally disturbed youth ages 5-12, per day. These youth will not be a resident of the Edgewood residential program and will only be in the day treatment program. All services are integrated on the Edgewood campus and the program operates in a full day format from 8:30am-3:30pm, Monday through Friday. The program is operated eleven (11) months of the year for two hundred ten (210) days. The program is multi-disciplinary in its approach and provides a range of treatment services including, but not limited to:
  - a. special education programming,
  - b. occupational and speech/language and recreation therapies,
  - c. individual, group and family psychotherapy,
  - d. medication assessment and medication management,
  - e. psychological evaluation,
  - f. crisis intervention,
  - g. outreach social services.

- 2. Each youth will have an individualized treatment plan developed by the Day Treatment staff under the supervision of the child psychiatrist.
- 3. All admissions to the Intensive Day Treatment Program will be authorized by the Youth Deputy Director or her designee.
- 4. Contractor will participate in all outcome data activities requested by the San Mateo County Mental Health Services Division.

#### B. Intensive Day Treatment Services (Residential)

- 1. For the period July 1, 2001 through June 30, 2002, Contractor shall provide intensive day treatment services to an average of one (1) emotionally and behaviorally disturbed youth ages 5-12 per day. These youth are San Mateo County residents who are temporarily placed in the Edgewood residential program or in the hospital diversion program, both of which operate 24 hours/day, 7 days/week. All services are integrated on the Edgewood campus. The program operates three hundred and sixty-five (365) days a year. The program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:
  - a. special education programming,
  - b. occupational and speech/language and recreation therapies,
  - c. individual, group and family psychotherapy,
  - d. medication assessment and medication management,
  - e. psychological evaluation,
  - f. crisis intervention,
  - g. outreach social services.
- 2. Each youth will have an individualized treatment plan developed by the Day Treatment staff under the supervision of the child psychiatrist.
- 3. All admissions to the Intensive Day Treatment Program will be authorized by the Youth Deputy Director or her designee.
- 4. Contractor will participate in all outcome data activities requested by the San Mateo County Mental Health Services Division.

#### C. Mental Health Services (Authorized by MHP)

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

- 1. For the period July I, 2001 through June 30, 2004, Contractor shall provide mental health services under the San Mateo County Mental Health Plan (MHP) to San Mateo County Medi-Cal beneficiaries, who are Medi-Cal eligible at the time of referral and authorization; clients who are covered by the Healthy Families Program (a state insurance program for low income children); and clients known to be indigent for whom the MHP has assumed responsibility. Service will be provided to youth and their families who are involved with the Kinship Support Network of San Mateo. These youth live with their relatives and caregivers in San Mateo County. Services may also be provided to San Mateo County dependents who are placed with relatives in San Francisco County.
- 2. These services shall be provided in a manner prescribed by the laws of California and in accord with all other 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 Contract.
- 3. Services must be pre-authorized by the MHP.
- 4. Services shall be available in English and Spanish.
- 5. All services shall be provided by licensed, waivered or registered mental health staff.
- 6. Services shall include the following:
  - a. assessment services,
  - b. treatment services:
    - i. brief individual, family and group therapy and
    - ii. collateral services including contact with family and other significant service providers.
  - c. medication assessment services; and
  - d. medication treatment services.

#### D. Diagnostic Assessment Program

For the period July 1, 2001 through June 30, 2002, Contractor shall provide up to three hundred and sixty-five (365) days of Diagnostic Assessment Program

(DAP) services at the Edgewood Center for Children and Families. This service will be provided to San Mateo County youth for hospital diversion as a short term, community-based alternative to institutional hospital care. Contractor will provide this service to San Mateo County youth who are between the ages of five (5) and twelve (12). Services shall be provided in English and Spanish. While Spanish speaking staff may not be available to deliver direct services 24 hours of everyday, sufficient Spanish speaking staff will be available 24 hours a day, everyday to relay urgent or non-urgent information to parents or other family members as needed.

- 1. Eligibility for admission to the program shall be confined to youth who meet the following admission criteria:
  - a. Youth has principal DSM IV Axis 1 diagnosis, including acute concurrent symptoms.
  - b. Outpatient treatment has been attempted without significant progress or lowered risk.
  - c. Youth cannot be managed outside a 24 hour program and/or exhibits significant danger to self or others.
  - d. Youth lacks significant support, resources and ability to comply with community-based treatment.
  - e. Youth is medically stable.
  - f. Youth has exhibited significant impairment in judgment, impulse control and/or cognitive/perceptual ability due to psychiatric, family and/or substance use problems.
  - g. Youth has significantly impaired interpersonal functioning including peer and family relationships.
  - h. Youth has experienced significant impairment in educational and/or recreational settings.
  - i. Youth can function in an unlocked setting and does not require constant medical attention, mechanical restraints and/or psychiatric hospitalization.
  - j. Youth can function in a staff secure setting and does not require detention in a locked Juvenile facility due to criminal behavior.
- 2. All referrals for intake shall be made by the Youth Case Management staff and the Youth Case Management Supervisor will authorize the intake.

Transportation to Edgewood will be arranged by Youth Case Management staff. Intakes will be offered Monday-Saturday 9am to 5pm and will be in three forms:

- a. Emergent and immediate.
- b. Expedited intake within 24 hours.
- c. Planned intake for youth transitioning from other secure settings or requiring a specialized assessment service.

### 3. Service components will include:

- a. Daily individualized and group treatment focused on problem solving, social skills, development of strengths, anger management, conflict resolution, family/caregiver relations and specialized issues such as eating disorders, depression, psychopharmacology education.
- b. Frequent individual life space interviews with professional child care workers and licensed clinical staff.
- c. Family/caregiver treatment focusing on working through crisis, brief treatment, reunification and/or discharge planning and parent education.
- d. Psychiatric assessment/evaluation and treatment.
- e. Psychological consultation when indicated.
- f. Milieu treatment emphasizing safety, decision-making, mental and physical health and participation in activities of daily living.
- g. Education consultation and tutoring to help develop new strategies for learning, which allow children to keep up with their schoolwork.
- h. Intensive case management, discharge and aftercare planning beginning at intake and involving all key parts of the child's life.
- i. Therapeutic Behavioral Services. Edgewood will provide one to one care for youth in the program (three (3) hours a day) to help work on specific behaviors and facilitate a smooth transition to the community.

j. Intensive day treatment services for youth while they are participating in the hospital diversion program.

# E. Therapeutic Behavioral Services

Contractor shall provide Therapeutic Behavioral Services (TBS) to youth participating in the Diagnostic Assessment Program or in the longer term residential program. TBS will be provided for an average of three (3) hours a day for each day that the youth is participating in the Diagnostic Assessment Program. The amount of service provided to youth in the longer term residential program will vary based on individual needs. Services shall be provided in English and Spanish.

- 1. Services shall be available on site to provide individualized one to one behavioral assistance and behavioral interventions.
- 2. Services provided shall be specified in a written treatment plan using a format provided or approved by County.
- 3. Services will be pre-authorized by primary San Mateo County referring clinician.
- 4. TBS workers shall be licensed practitioners of the healing arts or trained staff members who are under the direction of a licensed practitioner of the healing arts.
- 5. TBS services shall be offered in a manner that is compliant with requirements for Medi-Cal reimbursement.

# F. Administrative Requirements (for all services components)

- 1. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including assessment and services plans, and progress notes).
- 2. Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until on (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.
- 3. Contractor shall complete all State evaluation requirements.

#### II. GOALS AND OBJECTIVES

# A. <u>Intensive Day Treatment Services (Non-Residential)</u>

Goal 1: Contractor shall prevent more intensive levels of educational

placement for youth who are Chapter 26.5.

Objective 1: Upon discharge from this service, 90% of all youth will be placed

in less restrictive educational placements under Chapter 26.5.

#### B. Intensive Day Treatment Services (Residential)

Goal 1: Contractor shall prevent more intensive levels of residential

placement.

Objective 1: Upon discharge from this service, 90% of all youth will be placed

in less restrictive levels of placement, i.e., less than sub-acute.

### C. Mental Health Services (Authorized by MHP)

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

services for clients.

Objective 1: No more than five percent (5%) of cases treated by Contractor

shall be admitted to a psychiatric emergency service unit (PES)

between the time of intake and a year after intake.

Goal 2: All clients receiving at least three (3) treatment services shall be

administered a client satisfaction survey provided by the Mental

Health Plan (MHP).

Objective 1: Ninety percent (90%) of clients served shall be satisfied with

service as measured by client satisfaction survey provided by the

MHP.

#### D. Diagnostic Assessment Program/Therapeutic Behavioral Services

Goal 1: Contractor shall provide an immediate treatment alternative for

latency aged youth who would otherwise require a psychiatric inpatient hospitalization, but who can be treated in an unlocked

setting.

Objective 1: Not more than twenty-five percent (25%) of latency aged youth

accepted into the program shall be discharged to an acute

psychiatric inpatient service.

# E. All Programs

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

Objective 1: 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 1: Contractor shall involve each client'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.

#### Discussion

Edgewood Center will provide intensive day treatment services to San Mateo County youth who are temporarily placed at Edgewood (residential, 7 days/week) and to youth who live in their own homes and attend the program (non-residential, 5 days/week). Edgewood will also provide outpatient mental health services (under the Mental Health Plan) to San Mateo County youth and their families. Edgewood Center will also designate one residential bed as a hospital diversion service for San Mateo County youth who are experiencing acute psychiatric crisis. Therapeutic Behavioral Services (TBS) will be provided up to three hours per day by Edgewood staff to enhance the services provided to these youth who require additional one-to-one support to be maintained at this level of care. The rates for FY2001-02 year reflect a 10% increase over last year.

Performance Outcomes	2000 – 01	2000-01	2001-02
	Objective	Actual	Objective
Intensive Day Treatment (non-residential)			
Minimum percent of youth who will be placed in less			
restrictive educational placements upon discharge	90%	100%	90%
Intensive Day Treatment (residential)			
Minimum percent of youth who will be placed in less			
restrictive residential placements upon discharge	90%	100%	90%
Mental Health Services (authorized by MHP)			
Maximum percent of cases treated by Contractor that shall be			
admitted to a psychiatric emergency service unit between the			
time of intake and a year after intake	5%	0%	5%
Hospital Diversion/Therapeutic Behavioral Services			
Maximum percent of latency aged youth who shall be			
discharged to an acute psychiatric service (inpatient).	25%	0%	25%

#### Term and Fiscal Impact

The term of the agreement for outpatient services through the Mental Health Plan (MHP) shall be for three years from July 1, 2001 through June 30, 2004. The term of the agreement for intensive day treatment services, hospital diversion services and Therapeutic Behavioral Services shall be for one year only from July 1, 2001 through June 30, 2002. The agreement carries the usual relationship of parties, hold harmless, and insurance clauses and has been reviewed and approved by the County Counsel and Risk Management.

The total amount of the agreement is \$343,595. An estimated \$293,595 required for FY2001-02 has been included in the approved Mental Health Services budget. Federal and State Medi-Cal are expected to fund a total of \$99,118. Services to youth under Title 1, Div. 7, Chapter 26.5 of the Government Code (mental health services to special education certified youth) will cover the balance through an SB 90 state mandated claim reimbursement. There is no net County cost. The Director of Health Services may execute minor amendments and adjustments, such as cost of living increases, up to \$25,000.

RECOMMENDED

<del></del>	<del></del>
HEALTH SERVICES	AGENCY

#### SCHEDULE B

# EDGEWOOD CENTER FOR CHILDREN AND FAMILIES 2001-2002

# I. Payments

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 2.A. of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

#### A. INTENSIVE DAY TREATMENT SERVICES (NON-RESIDENTIAL)

- 1. For services described in Exhibit A, I.A., Contractor shall be paid at a rate of ONE HUNDRED FORTY DOLLARS AND FIFTY-SEVEN CENTS (\$140.57) per day, not to exceed two hundred ten (210) days for a total of TWENTY-NINE THOUSAND FIVE HUNDRED AND TWENTY DOLLARS (\$29,520).
- 2. Payment shall be made on a monthly basis upon receipt of invoice and all required documentation adhering to Medi-Cal guidelines for a day treatment program.

#### B. INTENSIVE DAY TREATMENT SERVICES (RESIDENTIAL)

- 1. For services described in Exhibit A, I.B., Contractor shall be paid at a rate of ONE HUNDRED THIRTY DOLLARS (\$130) per day, not to exceed three hundred sixty-five (365) days for a total of FORTY-SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$47,450).
- 2. Payment shall be made on a monthly basis upon receipt of invoice and all required documentation adhering to Medi-Cal guidelines for a day treatment program.

# C. MENTAL HEALTH SERVICES (authorized by MHP)

- a. Services are as follows, with applicable rates:
  - 1. Assessment Services (Non-MD): An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waivered, or registered mental health professional.

Services	2001-02	2002-03	2003-04
Assessment (per case)	\$111.30	\$114.64	\$118.08

2. Treatment Services (Non-MD): Treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation) and be conducted by a licensed, waivered, or registered mental health professional.

Services	2001-02	2002-03	2003-04
Individual Therapy/Collateral (per session)	\$52.50	\$54.08	\$55.70
Group Therapy (per client per session)	\$16.80	\$17.30	\$17.82
Family Therapy (per hour; includes all	\$63.00	\$64.89	\$66.84
members)			
Collateral (per session)	\$52.50	\$54.08	\$55.70
Clinical Consultation (Telephone/15 minutes)	\$10.00	\$10.00	\$10.00

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

Services	2001-02	2002-03	2003-04
Medication Assessment (per case)	\$111.30	\$114.64	118.08

4. Medication Management (MD): Medication management shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist).

Services	2001-02	2002-03	2003-04
Medication Management (per session)	\$44.10	\$45.42	\$46.78

- b. The maximum amount County shall be obligated to pay for services rendered under this component of the Contract shall not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000) per year, not to exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) for the period July 1, 2001 through June 30, 2004.
- c.. Medi-Cal cases seen under this contract are to be reimbursed by the Mental Health 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. Under no circumstances may Medi-Cal clients be charged for missed appointments.

# D. DIAGNOSTIC ASSESSMENT PROGRAM (DAP)

1. For services described in Exhibit A, I.D., Contractor shall be paid at a rate of THREE HUNDRED SEVENTY-FIVE DOLLARS (\$375) per day, not to exceed three hundred and sixty-five (365) for a total of ONE

HUNDRED AND THIRTY-SIX THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS (\$136,875). Contractor shall be reimbursed only for days of service provided.

2. Payment shall be made on a monthly basis upon receipt of invoice.

## E. THERAPEUTIC BEHAVIORAL SERVICES (TBS)

- 1. For services described in Exhibit A, I.E., Contractor shall be paid at a rate of SIXTY DOLLARS (\$60) per hour, for an average of two and a half (2.5) hours per day, not to exceed a total of FIFTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$54,750).
- 2. Contractor shall only be reimbursed for hours worked by direct services staff. The cost of providing supervisory and administrative support is included in the SIXTY DOLLARS (\$60) per hour rate.
- F. In any event, the maximum amount county shall be obligated to pay for all services rendered under this Contract shall not exceed THREE HUNDRED AND FORTY-THREE THOUSAND FIVE HUNDRED AND NINETY-FIVE DOLLARS (\$343,595), unless this Contract is amended.
- G. 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. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period.
- I. 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.
- J. 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.
- K. If the annual Cost Report provided to County shows that total payment 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.
- L. 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 F above.
- M. 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, subject to the provisions of Paragraph 13, of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement.
- N. In the event Contractor claims or receives payment from County of 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 this option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- O. Contractor shall submit to County the cultural composition of Contractor's staff in the third  $(3^{rd})$  quarter of the contract year.

#### SCHEDULE C

Contract between County of San Mateo and Edgewood Center For Children And Families, 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, ARC, 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

# HEALTH SERVICES ADMINISTRATION

# MEMORANDUM

DAIE:	2ebiempei	10, 200

TO:	Priscilla Mors	e, Risk Managemen	t/Insurance Division
FROM:	Mary Vozikes	s, Mental Health Sen	rices/PONY #MLH 322
CONTRACTO	<u>OR:</u> Edgew	ood Center for Child	Iren and Families
DO THEY TRA	AVEL:	fes	
PERCENT OF	TRAVEL TIME:		·
NUMBER OF	EMPLOYEES:	Yes	
DUTIES (SPEC	CIFIC):	See attached	
COVERAGE:	<u>-</u>		
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APPROVI	<b>E</b>	WAIVE	MODIFY

# REMARKS/COMMENTS:

Julla Morse SIGNATURE

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Health Service Contract.

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San Mateo County Mental Health Mary Vozikes 225-37th Avenue San Mateo CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION \*30 DAYS WRITTEN DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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.

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# **COUNTY OF SAN MATEO**

# **Equal Benefits Compliance Declaration Form**

I Vendor Identification					
Name of Contractor: Contact Person: Address: Phone Number:	Edgewood Center for Children and Families  -Debra Kirksey Marge Munphy  1801 Vicente Street  San Francisco, CA 94116  HIS- 682-3201 Fax Number: 415-681-1065				
II Employees					
Does the Contractor have	e any employees? X Yes No				
Does the Contractor prov	ide benefits to spouses of employees? X_YesNo				
*If the answer to	one or both of the above is no, please skip to Section IV.*				
its employees with s  Yes, the Contractor employees in lieu of  No, the Contractor of The Contractor is ur	complies by offering equal benefits, as defined by Chapter 2.93, to spouses and its employees with domestic partners. complies by offering a cash equivalent payment to eligible equal benefits.				
IV Declaration					
•	of perjury under the laws of the State of California that the prrect, and that I am authorized to bind this entity contractually.				
Executed this day of	f, 2001 at, (City) (State)				
Maur lulgör Signature	Morris Kilgore Name (Please Print)				
Interim CEO Title					