


COUNTY OF SAN MATEO
Departmental Correspondence

DATE: **OCT 5 2001**
HEARING DATE: **OCT 23 2001**

TO: Honorable Board of Supervisors

FROM: Gale Bataille, Director, Mental Health Services 

SUBJECT: Agreement with YMCA of San Francisco: Peninsula Family Branch, dba North Peninsula Family Alternatives Center Program

RECOMMENDATION

Adopt a resolution:

1. waiving the Request for Proposals process for the Juvenile Sexual Responsibility Program.
2. authorizing the President of the Board to execute an agreement with YMCA of San Francisco: Peninsula Family Branch, dba North Peninsula Family Alternatives Center Program (NPFA) for the provision of services for the Juvenile Sexual Responsibility (JSR) Program and the Mental Health Plan (MHP) Outpatient Services Program.
3. authorizing the Director of Health Services to execute amendments and minor modifications to this agreement not to exceed the aggregate of \$25,000.

Background

In February 1998, NPFA was selected to continue to provide juvenile sexual responsibility services to approximately 40 youth per year through a Request for Proposal (RFP) process because of its expertise, knowledge of the community, and successful outcomes (e.g., low recidivism, helping youth avoid out-of-home placement). JSR services have been provided under a three-agency collaborative funding agreement (Probation, Human Service Agency, and Health Services).

Discussion

Juvenile sex offenders are a difficult high-risk population to treat due to their need for close monitoring, specialized long-term treatment, and their high recidivism rate. Research studies from the Office of Juvenile Justice report that the successful treatment of this population is dependent on continuity of treatment, specialized mental health treatment, and the development of close collaborative relationships between the agencies treating, supervising and monitoring the offender.

There is no other agency in San Mateo County that is qualified to provide this highly specialized clinical service. NPFA has successfully provided the Juvenile Sexual Responsibility (JSR) Program for the past nine years with a recidivism rate of only 2.2% in comparison to the national rate of 8% for the same period. NPFA staff is qualified to assess and treat juvenile sex offenders and the agency has developed strong collaborative relationships with agencies responsible for the management, supervision and monitoring of these young offenders. It is therefore requested that the RFP process for the Sexual Responsibility Program be waived and the agreement with NPFA be renewed for another three years.

In June 2001, NPFA was selected through an RFP process to continue to provide services to both youth and their families under the Mental Health Plan. Under the MHP, NPFA will provide mental health treatment and support to Medi-Cal or Healthy Families eligible youths and their families.

The rates for mental health services under the Mental Health Plan for FY2001-02 year reflect a 5% increase over last year. The rates for the Juvenile Sexual Responsibility Program for FY2001-02 reflect a 10% increase. The following are the objectives and actual outcomes for 2000-01 and the objectives for 2001-02:

Outcome Measures	2000-01 Objective	2000-01 Actual	2001-02 Objective
Juvenile Sexual Responsibility Program Youth served shall not re-offend (sex offense) during time between four months after admission and two years after completing the program	85%	97.8%	90%
MHP Outpatient Services Maximum percent of individuals served who are admitted to a psychiatric emergency service unit between the time of intake and a year after intake	5%	3%	5%

Term

This agreement is effective from July 1, 2001 through June 30, 2004. The agreement has been reviewed and approved by both County Counsel and Risk Management.

Fiscal Impact

The total cost for the agreement is \$760,061. It is estimated that the cost for the first year of the term is \$244,726 and has been included in the approved 2001-02 Mental Health Service's budget. An estimated \$75,000 in State and Federal Medi-Cal funding will be allocated for NPFA to outpatient mental health services through the MHP. The Human Services Agency provides \$111,107 and the Probation Department provides \$21,810 towards the \$169,726 cost for the Juvenile Sexual Responsibility Program. Of the remaining \$36,809, an anticipated \$14,999 will be covered by federal and state Medi-Cal. Sales tax provided through realignment will cover 82% or \$17,884 of the remaining \$21,810. The net County cost is \$3,926. A similar arrangement will be in place for FY2002-03. 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 AGREEMENT WITH
YMCA OF SAN FRANCISCO: PENINSULA FAMILY BRANCH, DBA NORTH
PENINSULA FAMILY ALTERNATIVES CENTER PROGRAM (NPFA)

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

WHEREAS, Ordinance Code Section 2.92.160 authorizes the Board of Supervisors to
waive the Request for Proposals process in any situation where the Board of Supervisors
determines that the best interest of the county could be served without the necessity of proposals;
and

WHEREAS, the Director of Mental Health Services has asked the Board to waive the
Request for Proposals requirements for the provision of mental health juvenile sex offender
services, and

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
YMCA of San Francisco: Peninsula Family Branch, dba North Peninsula Family Alternatives
Center Program (NPFA) shall provide mental health services for the Juvenile Sexual
Responsibility (JSR) Program and the Mental Health Plan (MHP) Outpatient Services Program;
and

WHEREAS, this Board has been presented with the Agreement and has examined and
approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President, of this Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto;

BE IT FURTHER RESOLVED, that the Director of Health Services is hereby authorized to execute subsequent Amendments and minor modifications to the Agreement with YMCA of San Francisco: Peninsula Family Branch, dba North Peninsula Family Alternatives, not to exceed the aggregate of \$25,000.

AGREEMENT WITH YMCA OF SAN FRANCISCO: PENINSULA FAMILY BRANCH, DBA
NORTH PENINSULA FAMILY ALTERNATIVES CENTER PROGRAM,
FOR MENTAL HEALTH SERVICES TO CHILDREN AND YOUTH

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and YMCA OF SAN FRANCISCO: PENINSULA FAMILY BRANCH, DBA NORTH PENINSULA FAMILY ALTERNATIVES CENTER PROGRAM, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Mental Health Services Division; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide a juvenile sexual responsibility program and mental health services authorized under the San Mateo County Managed Care Plan 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 SEVEN HUNDRED SIXTY THOUSAND AND SIXTY-ONE DOLLARS (\$760,061) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any

failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation

or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

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

Such insurance shall include:

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

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

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

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

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

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

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

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

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

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

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

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

- 1) In the case of County, to:
San Mateo County
Mental Health Services Division
225 37th Avenue
San Mateo, CA 94403

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

- 2) In the case of Contractor, to:
YMCA of San Francisco: Peninsula Family Branch,
dba North Peninsula Family Alternatives Center Program
1486 Huntington Avenue
South San Francisco, CA 94080

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, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

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

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

COUNTY OF SAN MATEO

YMCA OF SAN FRANCISCO:
PENINSULA FAMILY BRANCH, DBA
NORTH PENINSULA FAMILY
ALTERNATIVES CENTER PROGRAM

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

By: Nate Bolser

Date: _____

Date: Sept 14, 2001

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. (X) 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.

Marta Bolsinger
Name of 504 Person - Type or Print

<u>YMCA of San Francisco: Peninsula Family Branch,</u>	<u>1486 Huntington Avenue</u>
<u>Db a North Peninsula Family Alternatives Center Program</u>	<u>Street Address or PO Box</u>
Name of Contractor(s) - Type or Print	

<u>South San Francisco</u>	<u>CA</u>	<u>94080</u>
City	State	Zip Code

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

Sept 14, 2001
Date

Marta Bolsinger
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

YMCA OF SAN FRANCISCO: PENINSULA FAMILY BRANCH, DBA NORTH PENINSULA FAMILY ALTERNATIVES: 2001-2004

SERVICES

Contractor shall provide juvenile sexual responsibility program services, and mental health services under the San Mateo County Mental Health Managed Care Plan (MHP). 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:

I. JUVENILE SEXUAL RESPONSIBILITY PROGRAM

Contractor shall provide the following services to youth (and their families) who have been referred due to the youth's sexual offense. Any youth who resides in San Mateo County is eligible for services. All program activities shall be available in both English and Spanish.

- A. Provide services for approximately forty (40) youth and their families per year. Ongoing services shall include:
1. Assessment and referral
 2. Specialized group therapy for the juveniles
 3. Psychoeducational parent groups
 4. Multi-family therapy groups
 5. Family therapy
 6. Mobile treatment for clients in historically underserved areas
 7. Case management
 8. Crisis intervention and referral
 9. Aftercare services

- 10. Referral to other community support services as appropriate, and follow-up
- 11. Orientation/low risk offender group
- B. Provide a total of one hundred fifteen thousand four hundred fifty-nine (115,459) minutes of services.
- C. Contractor shall meet with County's Mental Health Services Division's Child and Youth System of Care Management on at least a bimonthly basis to review service plans and to authorize continued services.
- D. Contractor shall participate in state mandated evaluation activities.

II. MENTAL HEALTH SERVICES (Authorized by the MHP)

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

Contractor shall provide family treatment and support services to children, youth and their families or caregivers under the MHP. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program, and clients known to be indigent, for whom the MHP has assumed responsibility. Contractor's services shall be accessible countywide. The number of clients referred shall depend on service demand.

- A. All clients shall be authorized for service by the Mental Health Services Division's ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.
- B. After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of the assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.
- C. Services shall be available in English and Spanish and shall include the following:
 - 1. Assessment services.
 - 2. Treatment services.
 - a. Brief individual, family and group therapy.

- b. Collateral services, including contact with family and other significant service providers.

III. ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall provide all pertinent documentation required for federal Medical reimbursement (including, but not limited to, assessment and service plans, and progress notes).
- B. Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

IV. GOALS AND OBJECTIVES

A. Juvenile Sexual Responsibility Program

Goal 1: Contractor shall achieve low recidivism for sexually-related offenses.

Objective 1: At least ninety percent (90%) of youth served shall not re-offend during the time between four (4) months after admission and two (2) years after completing the program (a re-offense is defined by behavior that required at least a police or a Child Protective Services report regarding a sex offense).

Goal 2: Contractor shall maintain youth served at least restrictive level of care.

Objective 1: At least ninety percent (90%) of youth served for at least four (4) months shall be maintained at current level of residential care or moved to less restrictive level of care.

Goal 3: Contractor shall increase service capacity for families by providing family therapy to all clients.

Objective 1: At least thirty-three percent (33%) of all families shall comply with family therapy as part of the youth's treatment.

Goal 4: Contractor shall increase access to service availability by increasing mobile capacity and decreasing average length of treatment.

Objective 1: An additional four (4) families shall be served via the Mobile Treatment Team.

Objective 2: Contractor shall decrease the length of treatment for program graduates from eighteen (18) to twenty-four (24) months to sixteen (16) to eighteen (18) months.

B. Mental Health Services (Authorized by MHP)

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

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit between the time of intake and a year after intake.

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

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

C. All Programs

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

Objective 1: Contractor shall provide documentation of a minimum of four (4) hours of training for staff regarding a cultural competence theme.

Objective 2: Contractor shall provide documentation that demonstrates that twenty percent (20%) of monthly staff consultation time focuses on cultural diversity factors.

Goal 2: Contractor shall develop a family professional partnership.

Objective 1: Contractor shall provide documentation of a family-professional partnership activity- through signed treatment plans and attendance at parent groups.

SCHEDULE B

YMCA OF SAN FRANCISCO: PENINSULA FAMILY BRANCH, DBA NORTH PENINSULA FAMILY ALTERNATIVES 2001-2004

PAYMENTS

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

I. JUVENILE SEXUAL RESPONSIBILITY PROGRAM

A. Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FIVE HUNDRED THIRTY-FIVE THOUSAND AND SIXTY-ONE DOLLARS (\$535,061) for services provided under Schedule A, Section I, of this Agreement for the period of July 1, 2001 through June 30, 2004.

1. For contract year July 1, 2001 through June 30, 2002, County shall pay Contractor at a rate of ONE DOLLAR FORTY-SEVEN CENTS (\$1.47) per minute of service, not to exceed one hundred fifteen thousand four hundred and fifty-nine (\$115,459) total minutes. In no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED SIXTY-NINE THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$169,726).
2. At the County's sole discretion after the first year, a cost of living adjustment (COLA) may be made annually.
3. The continuation of program for contract years July 1, 2002 through June 30, 2004 is dependent upon the availability of continued funding

II. MENTAL HEALTH SERVICES (Authorized by the MHP) July 1, 2001 - June 30, 2004

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000) for services provided under Schedule A, Section II, of this Agreement.

- A. **Assessment Services (non-MD):** An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waived or registered mental health professional.

- B. 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, waived or registered mental health professional..

Rate of payment shall be as follows:

	<u>2001-2002</u>	<u>2002-2003</u>	<u>2003-2004</u>
Assessment (per case)	\$111.30	\$114.64	\$118.08
Individual Therapy (per session)	\$52.50	\$54.08	\$55.70
Group Therapy (per person, per session)	\$16.80	\$17.30	\$17.82
Family Therapy (per hour; includes all members)	\$63.00	\$64.89	\$66.84
Medication Assessment (per case)	111.30	114.64	118.08
Medication Management (per session)	44.10	45.42	46.78
Clinical Consultation (telephone/15 minutes)	\$10.50	\$10.82	\$11.14

- III. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed SEVEN HUNDRED SIXTY THOUSAND AND SIXTY-ONE DOLLARS (\$760,061).
- IV. County shall pay Contractor upon submission of appropriate billing documents which include the monthly report of direct services provided per client in the previous month.
- V. Claims shall be in the format specified by County Mental Health Services Division. All claims shall clearly reflect, and in reasonable detail, give information regarding the services for which claim is made.
- VI. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for prior month's services.
- VII. Medi-Cal cases seen under this Agreement are to be reimbursed by the Mental Health Services Division. No other revenue sources may be collected for Medi-Cal clients. Under no circumstances may Medi-Cal eligible clients be charged for services provided. Under no circumstances may Medi-Cal eligible clients be charged for missed appointments.
- VIII. In the event this Agreement is terminated prior to June 30, 2004, Contractor shall be paid for services already provided pursuant to this Agreement.
- IX. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration of each contract year for the term 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.

- X. If County finds that performance is inadequate, a meeting may be called by either party to discuss the causes for the performance problem; this Agreement may either be renegotiated, allowed to continue to the end of the term, or terminated pursuant to paragraph 13 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement.
- XI. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- XII. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3rd) quarter of each contract year for the term of this Agreement.
- XIII. It is projected that Contractor shall generate the following levels of federal share Medi-Cal reimbursement:

Managed Care-Based Outpatient Services	\$225,000
Juvenile Sexual Responsibility Program	\$22,500

SCHEDULE C

Contract between County of San Mateo and YMCA of San Francisco: Peninsula Family Branch, dba North Peninsula Family Alternatives Center Program, 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
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: September 10, 2001

TO: Priscilla Morse, Risk Management/Insurance Division

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

CONTRACTOR: YMCA of San Francisco: Peninsula Family Branch, dba North Peninsula Family Alternatives

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)
06/29/01

PRODUCER Aon Risk Services, Inc. of Northern California 199 Fremont Street Suite 1400 San Francisco CA 94105 USA	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 YMCA of San Francisco Attn:Risk Mgt., Linda Spackman 44 Montgomery Street, Ste.770 San Francisco CA 941040000 USA	INSURER A: Royal Indemnity Co INSURER B: Safeguard Ins Co INSURER C: Royal Insurance Co. of America INSURER D: INSURER E:
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COVERAGES This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown. SIR May App

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MMDDYY)	POLICY EXPIRATION DATE(MMDDYY)	LIMITS	
B	GENERAL LIABILITY	SF275684 COMMERCIAL PACKAGE	7/1/01	7/1/02	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE(Any one fire)	\$1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	ST259992 AUTO LIABILITY	7/1/01	7/1/02	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	
C	EXCESS LIABILITY	PHN205330 COMMERCIAL UMBRELLA COVERAGE	7/1/01	7/1/02	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$5,000,000
	<input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CS388509 WORKERS COMPENSATION	7/1/01	7/1/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
					<input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE-POLICY LIMIT	\$1,000,000
					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS RESPECTS NEGLIGENT ACTS OR OMISSIONS OF NAMED INSURED IN CONNECTION WITH NORTH PENINSULA FAMILY ALTERNATIVES CENTER (JUVENILE SEXUAL RESPONSIBILITY MENTAL HEALTH MANAGED CARE COUNSELING) PER ENDORSEMENT CG 20 26 1185 ATTACHED.

CERTIFICATE HOLDER COUNTY OF SAN MATEO DEPARTMENT OF MENTAL HEALTH SERVICES 225 WEST 37TH AVENUE SAN MATEO CA 94403 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: YMCA of San Francisco : Peninsula Family Branch
Contact Person: Steve Eckert
Address: 1486 Huntington Avenue
South San Francisco, CA 94080
Phone Number: 650 877-8642 Fax Number:

II Employees

Does the Contractor have any employees? X Yes ___ No

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

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

III Equal Benefits Compliance (Check one)

- X Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
No, the Contractor does not comply.
The Contractor is under a collective bargaining agreement which began on (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 14th day of September, 2001 at San Francisco, CA (City) (State)

Marta Bolsinger Signature

Marta Bolsinger Name (Please Print)

President & CEO Title

94-0997140 Contractor Tax Identification Number