## COUNTY OF SAN MATEO Departmental Correspondence

DATE: December 6, 2001 HEARING DATE: 12-18-2001

TO:

Honorable Board of Supervisors

FROM:

Margaret Taylor, Interim CEO, Hospital and Clinics Charlene Silva, Interim Director, Health Services

SUBJECT:

Agreement with Youth and Family Assistance

#### RECOMMENDATION

Adopt a resolution:

- 1. authorizing the President of the Board to execute an agreement with Youth and Family Assistance (YFA).
- 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

On November 18, 1997, your board approved a consolidated agreement with Youth and Family Assistance (YFA) for the provision of services for Mental Health Services, and Hospital and Clinics of the Health Services Agency. By consolidating all of the services provided by YFA under one agreement, Health Services staff are able to monitor and manage contract services, deliverables and payments in a more cost-effective manner.

#### Discussion

The purpose of this agreement is to provide the following services in FYs 2001-04 under a consolidated agreement:

Mental Health Services Division – YFA has contracted with the Mental Health Services for over 12 years. Most recently YFA was the successful bidder in response to a RFP issued in May 2001 for dual-diagnosis and family mental health out-patient services under the Mental Health Plan (MHP). YFA also provides dual diagnosis services to youth in the Insight Program at the Receiving Home operated by Human Services, and counseling services to high risk youth in the Sheriff's Office Juvenile Delinquency Diversion Program. Additionally, YFA provides substance abuse services at Juvenile Hall and Camp Glenwood under a contract that will be terminated on January 6, 2002. The Human Services Agency (Alcohol and Drug Services) will assume responsibility for this program on January 7, 2002. The remainder of the contract funds for services in these locations will be transferred to the Human Service Agency.

Hospital and Clinics Division - Health Services was awarded a Federal Health Care for the Homeless (HCH) grant for the primary care, outreach/education, and case management to the county's homeless population for 2001-02. One of the HCH grant expectations is to provide outreach and primary care services to the county's homeless, runaway, and at-risk youth populations. Health Services contracts with YFA to provide these services to runaway and homeless teens, and to operate the HCH Multi-Service Center in Redwood City. YFA has been providing these services since 1994. These services have not gone through an RFP process, as YFA is the only contractor in South County who operates a teen clinic.

#### Business Administration - Youth Asset Development

During the budget cycle for Fiscal Year 2001-2002, the Board of Supervisors allocated \$290,000 over a two-year period towards the implementation of the Search Institute Youth Asset Development framework in San Mateo County. The funds are to support the Youth Commission and Youth Asset Development Teams. YFA successfully competed in the RFP for the Youth Development Initiative that was released in July 2001. Through this agreement, YFA will hire a full-time Youth Development Advocate who will oversee and support all youth development efforts in San Mateo County. YFA will also recruit, train, and provide guidance to members of the Youth Development Teams and the Youth Commission in San Mateo County.

Performance Measures	2000-01 Objective	2000-01 Actual	2001-02 Objective		
Substance Abuse					
Percent of those who participate in substance abuse program shall report that they have reduced their use of substances at six months following completion of the program	N/A	N/A	60%		
Juvenile Delinquency Diversion Program			0070		
Percent of youth offenders referred to diversion program who will remain free of arrests for six months following completion of the program	90%	90.4%	90%		
Health Care for Homeless Teens					
Number of youth who are homeless or at-risk of being homeless receiving mental health or substance abuse case management	225	222	225		
Number of youth who are homeless or at-risk of being homeless receiving health education	500	477	500		
Youth Development Teams (YDT)					
Percent of YDT members who report an improvement in selected internal and external assets at the end of their YDT term.	N/A	N/A	85%		
Percent of groups hosting YDT presentations, which report an increase in activities that promote youth development principles six months after the presentations.	N/A	N/A	25%		
Youth Commission					
Percent of Youth Commission members who report an increase in selected internal and external assets at the end of their service as Youth Commissioners.	N/A	N/A	85%		
Percent of Adult Commissioners who report using their gained awareness in decision-making processes regarding issues that affect youth.	N/A	N/A	65%		

#### Term

The renewal of this agreement was delayed due to the addition of new programs. The agreement has different terms for each of the following programs:

<u>Program</u>	<u>Term</u>
Substance Abuse Services-Juvenile Hall	July 1, 2001- January 6, 2002
Insights Program – Receiving Home	July 1, 2001 – June 30, 2002
Mental Health Services (Mental Health Plan)	July 1, 2001 – June 30, 2004
Juvenile Delinquency Diversion	July 1, 2001 – June 30, 2002
Homeless Teen Health Care Services	July 1, 2001 – June 30, 2003
Youth Asset Development	January 1, 2002 – June 30, 2003

#### Fiscal Impact

The total maximum amount for the consolidated agreement is \$661,626. It is projected that \$339,450 will be required for the first year of this agreement.

The Hospital and Clinics Division has included \$224,352 in this contract and \$112,176 in its budget for the HCH Program for 2001-02. The HCH grant provides 100% in funding with no net County cost. A similar arrangement will be in place for FY2002-03.

Mental Health Services has included \$172,174 in this contract and \$122,174 in its 2001-02 budget. Of this amount, State and federal Medi-Cal and SAMHSA funds provide \$61,056; the Sheriff's Office is providing \$40,080 in TANF funding for the Juvenile Diversion Project. Of the remaining \$21,038, sales tax from realignment will provide 82% or \$17,251. The net County cost for this program is \$3,787. \$25,000 for the Mental Health Plan element will be in place for FY2002-03 and FY2003-04.

<u>The Business Administration Division</u> is funding \$265,100 in this contract for the Youth Development Initiative. There is \$105,100 for the period January 1, 2002-June 30, 2002, and there will be \$160,000 available for this contract in the FY 2002-2003 recommended budget.

The total net County cost for all programs in this agreement is \$108,887. 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.
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BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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# RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH YOUTH AND FAMILY ASSISTANCE

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 Youth and Family Assistance shall provide substance abuse services, outpatient dual diagnosis services for adolescents as authorized by the Mental Health Plan, and homeless teen health care services, and youth asset development services; 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 Youth and Family Assistance, not to exceed the aggregate of \$25,000.

## AGREEMENT WITH YOUTH AND FAMILY ASSISTANCE FOR SUBSTANCE ABUSE SERVICES, OUTPATIENT MENTAL HEALTH SERVICES, HOMELESS TEEN HEALTH SERVICES, AND YOUTH DEVELOPMENT INITIATIVE SERVICES

THIS AGREEMENT, entered into this	_ day of
, 20, by and between the COUNTY OF	SAN MATEO,
hereinafter called "County," and YOUTH AND FAMILY ASSISTANCE, herei	nafter called
"Contractor";	

## WITNESSETH:

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

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

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

## 1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide substance abuse services, outpatient dual diagnosis services as authorized by the Mental Health Plan, services for the juvenile delinquency diversion program and homeless teen health 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 SIX HUNDRED SIXTY-ONE THOUSAND SIX HUNDRED AND TWENTY-SIX DOLLARS(\$661,626) 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. <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 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. <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, 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. <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
- 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:

- In the case of County Mental Health Services Division, to: San Mateo County Mental Health Services Division 225 37th Avenue San Mateo, CA 94403
- 2) In the case of County Hospital and Clinics Division, to:
  San Mateo County
  Hospital and Clinics Division
  222 West 39th Avenue
  San Mateo, CA 94403
- 3) In the case of Contractor, to: Youth and Family Assistance 609 Price Street, #205 Redwood City, CA 94063

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

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 January 6, 2002 for service provided to the Substance Abuse Program; from July 1, 2001 through June 30, 2002 for service provided to the Insights and Juvenile Delinquency Diversion Programs; from July 1, 2001 through June 30, 2003 for services provided to the Homeless Teen Health Care and Youth Development Programs; and from July I, 2001 through June 30, 2004 for services provided to the Mental Health Plan Program. 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.

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YOUTH AND FAMILY ASSISTANCE

By: Michael D. Nevin, President Board of Supervisors, San Mateo County	By: Cheufl 2ando Executive Director
Date:	Date: ///30/01

ATTEST:		
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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 persons.		
b. (x) employs 15 or more persons and, regulation (45 C.F.R. 84.7 (a)), has designated t efforts to comply with the DHHS regulation.	he following person(s) to coo	
Chery/ Zando Name of 504 Person - Ty		
Name of 304 Person - Ty	ype or Print	
Youth and Family Assistance	609 Price Street	, #205
Name of Contractor(s) - Type or Print	Street Address of	r PO Box
Redwood City	CA	94063_
City	State	Zip Code
I certify that the above information is complete and corr	ect to the best of my knowle	edge.
11/30/01 Chery	LEZando Executure and Title of Authorized	the Directo.
Date Signat	ture and Title of Authorized	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

#### YOUTH AND FAMILY ASSISTANCE: 2001-04

#### I. PROGRAM SERVICES

In full consideration of the payments herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

#### A. Mental Health Services

1. Juvenile Hall and Camp Glenwood Substance Abuse Services (July 1, 2001 – January 6, 2002)

During the contract term, Contractor shall provide substance abuse assessment and intervention services at Juvenile Hall and Camp Glenwood. Intervention services include individualized group counseling, case management and patient outreach services. Up to sixty-two hours (62) or three thousand seven hundred twenty (3,720) units of service will be provided per week. Contract maximum the twenty-seven (27) weeks is two thousand two hundred and ninety-four (2,294) hours or one hundred thirty-seven thousand six hundred forty (137,640) minutes. One unit of service equals one minute of service.

- a. Services shall be divided into three (3) components:
  - 1) Camp Glenwood nineteen (19) hours or one thousand one hundred forty (1,140) minutes of service per week. Contract maximum is five hundred thirteen (513) hours or thirty thousand seven hundred eighty (30,780) minutes.
  - 2) Glenwood East and Therapeutic Detention twenty-one and one half (21.5) hours or one thousand two hundred ninety (1,290) minutes of service per week. Contract maximum is five hundred eighty (580) hours and thirty (30) minutes or thirty-four thousand eight hundred and thirty (34,830) minutes.
  - 3) Girls Unit twenty-one and one half (21.5) hours or one thousand two hundred ninety (1,290) minutes of service per week. Contract maximum is five hundred eighty (580) hours and thirty (30) minutes or thirty-four thousand eight hundred and thirty (34,830) minutes.
- b. Space shall be provided by Juvenile Probation Institution and the

Hillcrest Mental Health Unit.

- c. Services rendered shall be under the supervision of the Youth and Family Assistance Program Director assigned to the Substance Abuse Program.
- d. Substance Abuse Program staff shall work collaboratively with the staff from Juvenile Probation, Juvenile Institution, Mental Health Services Division, and Alcohol and Drug Program, under the Human Services Agency.
- e. Services shall be monitored by the Hillcrest Mental Health Unit Chief.
- f. Contractor shall provide the Mental Health Services Division with monthly reports on client demographics and program activities.
- 2. Insights Program Children's Receiving Home (July 1, 2001 June 30, 2002)

Contractor shall provide substance abuse outpatient services to children and youth residing at the Receiving Home. 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 County has assumed responsibility.

- a. Services shall include individual and group services.
- b. Services do not require preauthorization.
- c. Contractor shall maintain individual client notes for each service provided and maintain group attendance records. Client notes and attendance records shall be given to the Child Welfare Team member for inclusion in County mental health chart.
- d. County Mental Health staff shall complete all (MIS) admission, face sheet, and discharge records on youth obtaining above services.
- e. Contractor shall only be reimbursed for actual units of service provided.
- 3. Mental Health Services (Authorized by the Mental Health Plan (MHP) (July 1, 2001 June 30, 2004)

San Mateo County MHP Community-Based Agency Provider Manual,

Client Complaint/Grievance Procedure Manual, and Provider Complaint and Appeal Procedure are included by reference and incorporated herein.

Contractor shall provide dual-diagnosis outpatient services to children, youth and their families or caregivers under the MHP. Family treatment mental health services shall be provided to this population. 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, Spanish, and Cantonese 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.
- 4. Juvenile Delinquency Diversion Spanish-Speaking Outreach Services (July 1, 2001 June 30, 2002)

For the contract term, July 1, 2001 through June 30, 2002, Contractor shall provide juvenile delinquency diversion Spanish-speaking outreach services to at-risk youth and their families in schools, their homes, and in the community. The program shall serve the Sheriff's office referred families who live in the unincorporated areas of the southern region of San Mateo County, including East Palo Alto and the coastside community from Half Moon Bay to Pescadero. Services shall be part of diversion program that includes county-operated family counseling/therapy diversion services. At least fifty (50) families shall receive the Spanish-

speaking outreach services.

- 5. Services rendered shall be under the supervision of Mental Health Director, who may specify the kind, quality and amount of the services and criteria, other than those set forth herein, for determining the persons to be served.
- 6. 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.
- B. <u>Hospital and Clinics Services</u> <u>Homeless Teen Health Care Services</u> (July 1, 2001 through June 30, 2003)
  - 1. Health Care for the Homeless Program (HCH)

The HCH shall target runaway and homeless teens in San Mateo County, including those teens the HCH staff determines are at risk for becoming runaway or homeless. Teens shall be referred through HCH outreach or by self, friends, family, schools, or other community agencies. Contractor shall collaborate with County Health Services Agency and Hospitals and Clinics Division to provide integrated outreach, primary care, and case management services at Redwood City Youth Health Center (RCYHC) and other shelter/service sites including, but not limited to, Your House North, Your House South, Daly City Youth Health Center (DCYHC), and Daybreak. Services shall include the following:

For the contract term, July 1, 2001 through June 30, 2003, Contractor shall provide services to homeless/runaway youth as follows:

- a. Provide general, as well as gender and culturally competent face-to-face outreach and health education to six hundred sixty-seven (667) homeless/runaway youth, including:
  - 1). Drop-in services to five hundred (500) youth at Contractor's sites;
  - 2) Culturally competent health education services to six hundred (600) Latino, African-American, and Asian-Pacific Islander youth; and
  - 3) Specialized health information for five hundred (500)

homeless/runaway teen women.

- b. Provide case managed basic assistance and other referral services to five hundred (500) homeless/runaway youth at Contractor's sites, including:
  - 1) development of individual service plans for five hundred (500) homeless/runaway youth;
  - 2) advocacy and referral for five hundred (500) homeless/runaway youth to support services; and
  - 3) services to two hundred fifty (250) homeless/runaway youth, including substance abuse counseling, mental health groups, tutoring and health education groups and counseling.
  - c. Provide comprehensive health assessments to four hundred thirty-six (436) homeless/runaway youth, including:
    - 1) provide comprehensive, gender-specific, health assessments to two hundred fifty (250) teen women;
    - 2) provide primary health care services to four hundred thirty-six (436) homeless/runaway youth that includes: illness and injury treatment, physical exams, testing and treatment of sexually transmitted diseases, tuberculosis, HIV, and other communicable diseases, and specialized care for teen women and their children; and
    - 3) refer three hundred seventy-five (375) homeless/runaway youth to follow-up health care services provided through RCYHC, DCYHC, Fair Oaks Health Center, North County Health Center, Belle Haven Health Center, and other sites.

#### 2. HCH Multi-Service Center Services

Work with County Health Services Agency staff and the HCH to provide services to homeless/runaway youth at the RCYHC.

a. Operate the RCYHC, a teen multi-service center located in the Redwood City business district where homeless/runaway teens congregate. Provide health-related services and other services which meet the needs of this population.

- b. Provide streamlined intake, benefits, referral and follow-up procedures to avoid collecting duplicate information and minimize administrative procedures for youth before and while receiving services.
- c. Provide expanded, culturally-focused outreach emphasizing strategies to reach underserved, Latino, homeless/runaway youth.
- d. Provide drop-in services to homeless/runaway youth at the Multi-Service Center. Services shall include health information, healthy snacks, mail receipt, recreation, lockers, bilingual group counseling, and referrals to needed services.
- e. Provide group sessions at Contractor's Your House and Daybreak programs to explore a range of health issues and concerns and to get to know Multi-Service Center staff. Groups shall focus on health-related topics selected by youth.
- f. At intake, provide each teen with the Self Health Check which is reviewed by the HCH Public Health Nurse and arrange an appointment with the HCH Public Health Nurse when appropriate.
- C. <u>Business Administration Services</u> <u>Youth Development Initiative</u> (January 1, 2002 June 30, 2003)
  - 1. Youth Asset Development Teams

During each year of the contract, Contractor shall conduct at least forty (40) presentations to community groups to promote the Asset Development framework.

- a. Recruit, train, and provide technical assistance to at least twenty (20) youth who will conduct the presentations.
- b. The Search Institute 40 Developmental Assets framework will be utilized in promoting youth development in San Mateo County.
- c. Three (3) month follow up will be conducted with one hundred percent (100%) of the groups receiving presentations to offer assistance in moving the group from awareness to action in promoting youth development.

d. Six (6) month follow up will be conducted with at least fifty percent 50% of the groups to offer additional assistance needed to move group from awareness to action in promoting youth development.

#### 2. Youth Commission

During each year of the contract, Contractor shall provide youth members to the county commissions, boards and/or councils in San Mateo County.

- a. Recruit, train, and provide oversight for at least twenty (20) Youth Commission members to serve one-year terms on county commissions.
- b. Eight (8) of the San Mateo County commissions will be matched with a team of two to three (2-3) Youth Commissioners.
- c. At least fifty percent (50%) of the commissions, boards and/or councils will assign at least one (1) adult Commissioner to serve as a mentor to the Youth Commissioners.

## 3. Youth Development Advocate

Contractor shall hire and provide a qualified Youth Development Advocate who shall:

- a. support all youth development in San Mateo.
- b. provide staff support to the effort of the Peninsula Youth
  Development Movement as determined appropriate by PYDM and
  the Contractor. Staff support shall include setting meeting
  schedules, developing agenda, providing facilitation as needed, and
  any paper materials needed for meetings; and
- c. provide training and technical assistance to groups and communities wishing to implement youth development efforts as appropriate.

#### II. GOALS AND OBJECTIVES

Services rendered pursuant to this Agreement shall be performed in accordance with the following goals and objectives:

## A. Mental Health Services

## 1. Mental Health Services to Juvenile Hall

Goal 1: Contractor shall achieve low recidivism for youth who have abused substances.

Objective 1: At least eighty percent (80%) of those who participate in the substance abuse treatment program shall have no further law violation for six (6) months after completing the program.

Goal 2: Contractor shall help youth served achieve a sober lifestyle.

Objective 1: Sixty percent (60%) of those released to the community from Camp Glenwood shall enroll in a community-based juvenile recovery program.

Objective 2: Sixty percent (60%) of those who participate in substance abuse program shall report that they have reduced their use of substances by sixty percent (60%) at six (6) months after program completion.

Goal 3: Contractor shall develop a family-professional partnership.

Objective 1: Parents of fifty percent (50%) of the youth referred to community-based recovery programs shall participate in parent support group or family treatment services.

Objective 2: Ninety percent (90%) of available parents of youth served by Contractor and released from both Juvenile Hall and Camp Glenwood shall receive aftercare/case management support.

## 2. Insights Program – Children's Receiving Home

Goal 1: Contractor shall provide substance abuse services to youth in the Receiving home

Objective 1: Contractor will collect baseline data for 2001-02 of youth served in both individual and group modalities.

## 3. Mental Health Services (authorized by the MHP)

Goal 1: Contractor shall help youth achieve a sober lifestyle.

Objective 1: At least fifty percent (50%) of clients who completed at least ten (10) sessions will report a reduction in substance

use three (3) months after completing treatment.

Goal 2: All clients receiving at least three (3) treatment service

shall be administered a client satisfaction survey provided

by the MHP.

Objective 1: Eighty percent (80%) of clients served shall be satisfied

with service as measured by client satisfaction survey

administered by the MHP.

Goal 3: Contractor shall develop a family-professional partnership

for all child and youth services.

Objective 1: In at least eighty percent (80%) of cases, parents or other

caregivers shall be involved in developing and carrying out

the intervention plan involving their children.

4. Juvenile Delinquency Diversion Spanish-Speaking Outreach Services

Goal 1: To prevent further contact with juvenile justice system for

first (1st) time youth offenders referred to diversion

program.

Objective 1: Eighty-five percent (85%) of youth served will complete

the program.

Objective 2: Upon exit from the program, one hundred percent (100%)

of youth and families served will report being involved in

developing their service plans.

Objective 3: Ninety percent (90%) of youth served will remain free of

arrests for six (6) months following completion of the

program.

B. Hospitals and Clinics

1. Homeless Teen Health Care Services

Goal 1: Contractor shall provide mental health and substance abuse

services to youth in the Health Care for Homeless Teens

program.

Objective 1: At least two hundred twenty-five (225) homeless youth

shall participate in mental health and/or substance abuse

programs.

Goal 2: Contractor shall provide health education to youth in the

Healthcare for Homeless Teens program.

Objective 1: At least five hundred (500) homeless youth shall participate

in health education programs.

## C. Youth Development Initiative

1. Youth Development Teams

Goal 1: Contractor shall improve the external and internal assets of

Youth Development Team (YDT) members.

Objective 1: At least eighty-five percent (85%) of YDT members will

report an improvement in the following external assets as a result of their participation in the program: community values youth, youth as resources, and adults as role models, as indicated by an exit interview at the end of the YDT's

term.

Objective 2: At least eighty-five percent (85%) of the YDT members

will report an improvement in the following internal assets

as a result of their participation in the program: responsibility, sense of purpose and self esteem, as

indicated by an exit interview at the end of the YDT's term.

Goal 2: Groups which receive YDT presentations will implement

activities to promote youth development.

Objective 1: At least twenty-five percent (25%) of groups hosting YDT

presentations will report an increase in activities that

promote youth development principles six (6) months after

the presentations.

2. Youth Commission

Goal 1: Contractor shall improve the external and internal assets on

Youth Commission members.

Objective 1: At least eighty-five percent (85%) of YDT members will

report an improvement in the following external assets as a result of their participation in the program: community values youth, youth as resources, and adults as role models, as indicated by an exit interview at the end of the Youth

Commission term.

Objective 2:

At least eighty-five percent (85%) of the YDT members will report an improvement in the following internal assets as a result of their participation in the program: responsibility, sense of purpose and self esteem, as indicated by an exit interview at the end of the Youth Commission term.

Goal 2:

Adult Commissioners will become more aware of issues facing youth and use their gained knowledge in decision-making processes on issues that affect youth and families.

Objective 1:

At least eighty-five percent (85%) of Adult Commissioners will report being more aware of issues facing youth at the end of the Youth Commission term as indicated by an exit survey completed at the end of the Youth Commission term

Objective 2:

At least sixty-five percent (65%) of adult Commissioners will report using their gained awareness in decision-making processes regarding issues that affect youth and families, as indicated by surveys completed at the end of the Youth Commission term.

Goal 3:

Participation in the program will encourage youth to continue their involvement in community service.

Objective 1:

At least eighty percent (80%) of Youth Commission members will report being still active in community service one (1) year after the Youth Commission term as indicated by a follow up survey.

#### D. All Programs

Goal 1:

Contractor shall enhance programs' cultural competence.

Objective 1:

Contractor shall document that staff from each program have completed two (2) cultural competency trainings which are designed to meet the needs of their specific programs.

## III. GOVERNANCE AND OPERATIONAL REQUIREMENTS

## A. Hospitals and Clinics

1. Homeless Teen and Health Care Services

Contractor shall hire and provide a qualified manager for the RCYHC

#### who shall:

- a. assist in the development and monitoring of clinic safety and security policies, procedures, and practices in order to achieve a safe, efficient, productive, and cost-effective work environment;
- b. work closely with clinic staff to provide the highest level of services to patients;
- c. provide input and discuss operational issues with the Fair Oaks Clinic Manager;
- d. review and revise clinic's goals in relation to grant requirements, community assessment tools such as census data, review of community resources, school data, and public health data;
- e. coordinate staffing and scheduling of clinic staff; and
- f. assist in the development of and monitor annual budget and ensure that expenditures remain within budgeted amounts.
- 2. Comply with all federal, state, and San Mateo County governmental agencies' regulations and requirements that are or become effective during the term of this Agreement.
- 3. Maintain 501c(3) nonprofit status. Submit to County documentation indicating such status upon request of County.
- 4. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. The Health Care for the Homeless (HCH) Project Advisory Committee, which monitors HCH grant services, shall approve all policies and procedures before they are finalized. The HCH Project Advisory Committee shall ensure that HCH grant policies and procedures are consistent with County's policies and procedures and shall include the following:
  - a. a conflict of interest policy applicable to all of Contractor's program's employees, which includes, but is not limited to, financial conflict of interest;
  - b. program eligibility standards and policies and procedures for admission to and termination from the program;
  - c. procedures for obtaining medical, psychiatric evaluation, and emergency services; policies for maintaining participant records shall be consistent with state and federal laws; surrender such records to County should Contractor's program cease operations;

- d. a statement of participants' rights and the grievance procedure utilized to respond to complaints; the statement and the grievance procedure must be available to program participants;
- e. a confidentiality policy that complies with all applicable laws, including the following:
  - Federal Department of Health and Human Services, Public Health Service, 42 Code of Federal Regulations Part 2, entitled "Confidentiality of Alcohol and Drug Abuse Patient Records; Final Rule",
  - California "Mandated Blood Testing and Confidentiality to Protect Public Health Act" of 1985 and all amendments, regarding AIDS/HIV issues, and
  - 3) Health and Safety Code Section 11812(c);
- f. a policy statement on smoking in program facilities and during program activities; and
- g. a policy statement on the use of medically-prescribed drugs for dually-diagnosed participants or participants who have other medical problems.
- 5. Conflict of Interest Requirements
  - a. Comply with the California Corporations Code on Nonprofit Corporations.
  - b. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
  - c. Disclose to County in writing, within fourteen (14) days of the occurrence of any of the following circumstances:
    - When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this Agreement (including, but not limited to, fiscal accounting or bookkeeping functions):
      - i. any member of Contractor's governing board;

- ii. any person who is related by blood or marriage to a manager or a member of Contractor's governing board; or
- iii. any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
- 2) When Contractor enters into any agreement for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market.
- 6. If the Health Services Administrator reasonably determines that any activity constitutes a conflict of interest which is detrimental to participants, program implementation, or program functioning, County may require Contractor to cease said activity.
- 7. If Contractor does not cooperate with any of the provisions of paragraphs one (1) through four (4) of this section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

## IV. REPORTING REQUIREMENTS

- A. Hospital and Clinics Homeless Teen Health Care Services
  - 1. Contractor shall submit to County:
    - a. Contractor's monthly invoice for homeless services;
    - b. the monthly HCH Demographics FY 1999-00 and FY 2000-01 Report describing the demographics of new users;
    - c. the HCH monthly report on Grant Data Collection;
    - d. the HCH monthly report on User Characteristics;
    - e. the HCH monthly report on Current Services Provided; and
    - f. the HCH monthly report on Diagnosis and Conditions.

These reports must be submitted within ten (10) days after the end of each month.

B. Youth Development Initiative

- 1. Contractor shall submit to County:
  - a. Contractor's monthly invoice for youth development initiative services;
  - b. A monthly report of all activities conducted in relation to youth development in San Mateo County, describing groups served;
  - c. An annual report at the end of the fiscal year with all evaluation survey results included.
  - d. These reports must be submitted within ten (10) days after the end of each month.

#### SCHEDULE B

#### YOUTH AND FAMILY ASSISTANCE: 2001-2004

#### I. 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:

- A. Mental Health Services (San Mateo County Org. #61100)
- 1. Juvenile Hall and Camp Glenwood Substance Abuse Services (July 1, 2001 January 6, 2002)

Contractor shall receive a maximum amount of FORTY-FIVE THOUSAND FIVE HUNDRED AND NINETY-THREE DOLLARS AND SEVENTY-TWO CENTS (\$45,593.72) for the Substance Abuse Program. Contractor shall be reimbursed the net cost of providing the herein described programs as outlined in Schedule A, Section I.A.1. County shall pay Contractor at a rate of FORTY-FIVE CENTS (\$.45) per minute for each unit of service provided.

2. Insights Program - Children's Receiving Home July 1, 2001 – June 30, 2002

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 ELEVEN THOUSAND FIVE HUNDRED DOLLARS (\$11,500).

a. Treatment Services (non-MD)

Treatment services shall consist of face-to-face services with client. Services to be conducted by a licensed, waivered, or registered mental health professional.

	<u>2001-02</u>
Individual Therapy (per session)	\$52.50
Group Therapy (per person, per session)	\$16.80

3. 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 SEVENTY-FIVE THOUSAND DOLLARS (\$75,000).

## a. 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.

## b. Treatment Services (non-MD)

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

	<u>2001-2002</u>	2002-2003	2003-2004
Assessment (per case) Individual Therapy (per	\$111.30	\$114.64	\$118.08
session)	\$52.50	\$54.08	<b>\$</b> 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
Clinical Consultation			
(telephone/15 minutes)	\$10.50	\$10.82	\$11.14

4. Juvenile Delinquency Diversion Spanish-Speaking Outreach Services (July 1,2001 – June 30, 2002)

Contractor shall be reimbursed the net cost of providing the herein described program as outlined in Schedule A, Section I.A.4. County shall pay Contractor at a rate of one-twelfth (1/12) of the total obligation per month for the term of this Agreement unless otherwise authorized by the Director. Thus Contractor shall receive THREE THOUSAND THREE HUNDRED FORTY DOLLARS (\$3,340) per month from July 1, 2001 through June 30, 2002, not to exceed a total of FORTY THOUSAND EIGHTY DOLLARS (\$40,080).

5. In any event, the maximum amount County shall be obligated to pay for services rendered under this section of this Agreement shall not exceed ONE HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED

#### SEVENTY-FOUR DOLLARS (\$172,174).

- 6. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day each month for the preceding month. All claims shall clearly reflect the program and month for which claim is made.
- 7. 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 without further payment from County.
- 8. In the event this Agreement is terminated or becomes null and void prior to January 6, 2001 (Substance Abuse Program), June 30, 2002 (Insights and Juvenile Delinquency Programs), June 30, 2004 (Mental Health Services Mental Health Plan), Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Director.
- 10. 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.
- 11. If the annual Cost Report provided to County shows that total payments to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health Services or her designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County.
- 12. 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 5 above.

- 13. 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 the Contractor under this Agreement or any other agreement.
- 14. Contractor shall submit to County the Cultural Composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of the contract year.
- 15. It is projected that Contractor shall generate the following level of federal share Medi-Cal reimbursement: SEVENTY-FIVE THOUSAND NINE HUNDRED DOLLARS (\$75,900).
- B. Hospital and Clinics Services Homeless Teen Health Care (San Mateo County Org. #66312) (July 1, 2001 June 30, 2003)

In consideration of the services described in Schedule A, Homeless Teen Health Care Services, County shall pay Contractor monthly payments upon Contractor's timely submission of satisfactorily completed documents, as follows: monthly reports of direct services provided in the previous month and monthly bills in accordance with County billing format.

- 1. County may withhold all or part of Contractor's total monthly payment if Contractor repeatedly does not submit on time any of the following satisfactorily completed documents, as directed by County. This applies regardless of the Agreement period from which their data come or to which their data refer. County shall inform Contractor in writing when County intends to withhold payments to Contractor when County determines that the quality or quantity of work performed/submitted is unacceptable.
  - a. Contractor's quarterly invoice for homeless services;
  - b. the monthly HCH Demographics FY 2001-02 and FY 2002-03 Report describing the demographics of new users;
- 2. When County plans not to renew an agreement in the following fiscal year or when County plans to terminate this Agreement early, County may withhold all or part of Contractor's final payment until:
  - Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of said reports, including the final Cost Report; and

- b. federal, state, or county government completes any audit that has been commissioned or is underway and submits the audit report, and county has reviewed said audit report.
- 3. Services provided in excess of the maximum financial obligation of County shall be solely at Contractor's risk and financial responsibility.
- 4. Total obligations pursuant to Homeless Teen Health Care services described in Schedule A are payable in twenty-four (24) equal monthly installments of NINE THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS (\$9,348) for the period July 1, 2001 through June 30, 2003, and shall not exceed TWO HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS (\$224,352).
- 5. For mental health services to homeless clients, County shall pay for the percentage of time that Contractor's counselors engage in homeless encounters. For administrative services, County shall pay for the percentage of mental health homeless encounters and percentage of medical homeless encounters. Homeless encounters shall be paid for by HCH grant monies. These encounter numbers shall be included in the invoice submitted monthly to County.
- 6. Spring 2002, the Health Care for the Homeless Program will be issuing a Request for Proposal (RFP) for health care services. The results of the RFP process may impact the funding allocated to Youth and Family Assistance beginning November 1, 2002 through June 30, 2003.
- 7. Invoices for HCH Program services shall be submitted as follows:

Health Services Agency
Hospitals and Clinics Division
222 West 39<sup>th</sup> Avenue
San Mateo, California 94403
Attn: Molly Kennedy, HCH Coordinator

C. Business Administration Services - Youth Asset Development (San Mateo County Org. # 55134) (January 1, 2002 – June 30, 2003)

Contractor shall receive a maximum of ONE HUNDRED FIVE THOUSAND ONE HUNDRED DOLLARS (\$105, 100) for Youth Development Initiatives activities for services provided January 1, 2002 – June 30, 2002. Contractor shall receive a maximum of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000) for Youth Development Initiatives activities provided July 1, 2002 – June 30, 2003. Invoices shall be monthly, for actual expenses incurred, based on the budgets incorporated in Attachment III. Contractor will be reimbursed for net

- cost of providing the herein described programs as outlined in Schedule A, Section I.C.
- D. County may withhold all or part of Contractor's total payment if the Director of Health Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Schedule A.
  - 1. County shall give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
  - 2. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately upon County's written notice with justification to Contractor.
- E. The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 2.A. on page 2 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than SIX HUNDRED SIXTY-ONE THOUSAND SIX HUNDRED AND TWENTY-SIX DOLLARS (\$661,621).
- F. Spring 2002, the Health Care for the Homeless Program will be issuing a Request for Proposal (RFP) for health care services. The results of the RFP process may impact the funding allocated to Youth and Family Assistance beginning November 1, 2002 through June 30, 2003.

#### ATTACHMENT III

## YOUTH AND FAMILY ASSISTANCE: 2002-2003 BUDGET FY 2001-2002

#### I. PERSONNEL EXPENSES Salaries \$ 26,052 Program Director (1.0 FTE) \$\_6,394 Administrative Assistant \$ 32,446 Total Salaries \$ 5,192 Fringe Benefits @ approx. 16% of Total Costs \$ 37,638 TOTAL PERSONNEL COSTS **OPERATING EXPENSES** II. \$ 4,000 1. Youth Commission Trainings \$ 10,000 2. Youth Commission Stipends \$ 1,000 3. Youth Development Team Trainings \$ 12,500 4. Youth Development Team Stipends \$ 1,000 5. Telephone \$ 16,273 6. Rent \$ 2,600 7. Office Supplies \$ 1,200 8. Printing 600 \$ 9. Postage \$ 600 10. Equipment Rental \$ 700 11. Mileage \$ 3,225 12. Training/conferences \$ 10,000 13. Evaluation \$ -OTHER COSTS \$101,336 TOTAL DIRECT EXPENSES \$ 3,764 INDIRECT COSTS (10% of Total Personnel Costs)

TOTAL BUDGET EXPENSES

\$105,100

## YOUTH AND FAMILY ASSISTANCE: 2002-2003 BUDGET FY 2002-2003

## I. PERSONNEL EXPENSES

## Salaries

	Program Director (1.0 FTE) Administrative Assistant Total Salaries	<u>\$</u>	57,750 14,175 71,925
	Fringe Benefits @ approx. 16% of Total Costs	<u>\$</u>	11,530
	TOTAL PERSONNEL COSTS	\$	83,455
II.	OPERATING EXPENSES		
	<ol> <li>Youth Commission Trainings</li> <li>Youth Development Team Trainings</li> <li>Youth Development Team Stipends</li> <li>Telephone</li> <li>Rent</li> <li>Office Supplies</li> <li>Printing</li> <li>Postage</li> <li>Equipment Rental</li> <li>Mileage</li> <li>Training/conferences</li> <li>Evaluation</li> </ol>	\$ \$ \$ \$	10,000 4,750 12,500 1,200 20,800 1,000 600 600 825 3,225
	OTHER COSTS	\$	-
	TOTAL DIRECT EXPENSES	\$	151,655
	INDIRECT COSTS (10% of Total Personnel Costs)	\$	8,345
	TOTAL BUDGET EXPENSES	\$	160,000

#### COUNTY OF SAN MATEO

#### **HEALTH SERVICES ADMINISTRATION**

## MIMORANDUM.

DATE: November 29, 2001

TO:

Priscilla Morse, Risk Management/Insurance Division

FROM:

Mary Vozikes, Mental Health Services/PONY #MLH 322

CONTRACTOR:

Youth and Family Assistance

DO THEY TRAVEL:

Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:

Yes

DUTIES (SPECIFIC):

See altached

**COVERAGE**:

Comprehensive General Liability:

Motor Vehicle Liability: Professional Liability: Worker's Compensation: \$1,000,000 \$1,000,000

\$1,000,000 \$Yes

APPROVE

WAIVE

MODIFY\_

**REMARKS/COMMENTS:** 

County or San Hateo
Attn: Mary Vozrkes
Mental Health Division
225 37th Avenue
San Mateo, CA 94403

30 DAYS WAITTEN NOTICE TO THE CERTIFICATE HOLDER MANED TO THE LEFT.

CONTENE CONTENE SERVICE CONTENE SERVICE ATTACHMENT SERVICE CONTENES SERVICE SE

Charles Ott/RAR

C. W. O. M.

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INSURED Youth & Family Assis				Co of America		
609 Price Avenue, #2				al Ins Co of Ame		
Redwood City, CA 940	-	Tolline Table 2 mediantely 2 me				
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X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 200,0	
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X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	s	
				PROPERTY DAMAGE (Per accident)	\$	
GARAGE LIABILITY			İ	AUTO ONLY - EA ACCIDENT	\$	
ANY AUTO				OTHER THAN AUTO ONLY: AGO	<del></del>	
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OCCUR CLAIMS MADE	•			AGGREGATE	\$	
				ļ	\$	
DEDUCTIOLE	_				5	
RETENTION S WORKERS COMPENSATION AND	ECE 19930F	07/01/2001	07 (01 (2002	WC STATE- OFF	\$	
EMPLOYERS' LIABILITY	ECF108305	07/01/2001	07/01/2002	E.L. EACH ACCIDENT	\$ 1,000.0	
C				E.L. DISEASE - EA EMPLOYE	1,000,	
			<b> </b>	E.L. DISEASE - POLICY L MIT		
Professional Liability	LP7757378G	07/01/2001	07/01/2002	\$1,000,000 Pe \$2,000,000	r OCcurrence	
DESCRIPTION OF OPERATIONS/LOCATIONS/V Certificate Holder is name Named Insured. See attack	d as additional insured led for Primary Coverage	l as respects s and Cross Lia	ervices prov bility/Sever		st.	
CERTIFICATE HOLDER X AD	DITIONAL INSURED; INSURER LETTER:			COURCE ON LOUIS DE CALLES	ED BEFARE TO	
County of San Mateo Attn: Mary Vozrkes Mental Health Divis 225 37th Avenue	ion	EXPIRATION  _30_DAY  \$XXXXXXX	DATE THEREOF, THE S WRITTEN NOTICE TO XXXXXXXXXXXXXXXX	CRIBED POLICIES BE CANCELI USSUING COMPANY WILL END USSUING COMPANY WILL END USSUING COMPANY WILL END USSUING COMPANY USSUING	ENXONIR MAIL LAMED TO THE LEFT, EVENTRAMENTAX	
San Mateo, CA 94403		AUTHORIZED RE		NIXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	**************************************	
ACORD 25-S (7/97)		Charles O	tt/RAR	©ACORD	CORPORATION	

MON 28 2001 13:46 PAGE:05

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25-5 (7/87)

County of San Mateo

Certificate issued to County of San Mateo Heffernan Group/MBO Insurance 07/10/2001

07/12/2000

With respects to claims arising out of the operations of the Named Insured, such insurance as afforded by this policy is Primary and is not additional to or contributing with any other insurance carried by or for the benefit of the above Additional Insured(s).

The naming of more than one person, firm or corporation as insureds under this policy shall not, for that reason alone, extinguish any rights of the insured against another, but this endorsement, and the naming of multiple insureds, shall not increase the total liability of the Company under this policy.

## **COUNTY OF SAN MATEO**

## **Equal Benefits Compliance Declaration Form**

l Vendor Identification	<b>.</b>
Name of Contractor:	Youth and Family Assistance
Contact Person:	Cheryl Zando
Address:	609 Price Avenue, Suite 205
	Redwood City, CA 94063
Phone Number:	650-366-8401 Fax Number: 650-366-8455
II Employees	
Does the Contractor have	e any employees? <u>P</u> Yes No
Does the Contractor provide benefits to spouses of employees?   YesNo  If the answer to one or both of the above is no, please skip to Section IV.*	
IV Declaration I declare under penalty	of perjury under the laws of the State of California that the
foregoing is true and co	prrect, and that I am authorized to bind this entity contractually.
Executed this 30th day o	f November, 2001 at <u>Redwood City</u> , <u>CA</u> . (City) (State)
Churce Signature	Ohen E. Zando Name (Please Print)
Exacutive Directo	V 94-3094966
ritie	Contractor Tax Identification Number