COUNTY OF SAN MATEO Departmental Correspondence

DATE: February 19, 2002 HEARING DATE: March 5, 2002

TO:	Honorable Board of Supervisors
FROM:	Gale Bataille, Director, Mental Health Services Division Jak Schaule
	Amendment to the Agreement with Children's Health Council

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute a modification to the agreement with Children's Health Council (CHC) for non-public school intensive mental health services for emotionally and behaviorally disturbed children.

Background

For over 10 years CHC has provided intensive mental health services for San Mateo County children with complex emotional, behavioral, and developmental problems. Services include medication assessment and treatment, classroom interventions, individual therapy, group therapy, case management, crisis intervention, and referrals to community services. Children placed at CHC are referred by Mental Health Services Division and local school districts. These youth have been unable to participate in public school and need mental health services in order to benefit from their special educational program. The Mental Health Services Division is responsible for providing those services under Government Code, Title 1, Division 7, Chapter 26.5.

During the contract period, Mental Health Services Division staff authorized services in excess of the contract. The services were critical to the welfare of clients referred to CHC. The contract should have been recommended for amendment at that time, but was not due to changes in administrative and program staff. Therefore, an amendment is recommended to your Board at this time to make final payment for the services provided during the last fiscal year.

Discussion

The 1998-2001 agreement provided for mental health services to twelve children per month. However, during the contract term, demands for treatment exceeded contract projections and staff authorized treatment. Mental Health Services Division is required to provide the services under the state mandate. The Division is reimbursed for the services by the state through SB90 funds. Billing for the additional services exceeded the contract total of \$415,800 by \$17,768.

Honorable Board of Supervisors Amendment to the Agreement/Children's Health Council Page 2

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Administrative provisions have been put in place to assure better and timely contract monitoring and administration.

Vision Alignment

This contract with CHC keeps the commitment to Ensure Basic Health and Safety for All and goal number 8: Help vulnerable people-the aged, disabled, mentally ill, at risk youth, and others- achieve a better quality of life. The contract contributes to this commitment by providing intensive mental health services for San Mateo County children with complex emotional, behavioral, and developmental problems.

Term

The agreement is effective from July 1, 1998, through June 30, 2001 and has been reviewed and approved by both County Counsel and Risk Management. The amendment has been delayed due to verification of services provided by the contractor and discussions regarding amount of services to be authorized.

Fiscal Impact

The amended contract maximum is \$433,658. The increased cost of \$17,768 will be covered by SB90 funds. The \$17,768 will be paid out of the FY 2001-02 approved Mental Health Services Division budget. There is no net County cost.

RECOMMENDED

HEALTH SERVICES DEPARTMENT

RESOLUTION NO.

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

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RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH CHILDREN'S HEALTH COUNCIL

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 of an amendment to the agreement, reference to which is hereby made for further particulars, whereby Children's Health Council (CHC) shall provide non-public school intensive mental health services for emotionally and behaviorally disturbed children; and

WHEREAS, this Board has been presented with the Amendment to 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 Amendment for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto;

AMENDMENT TO THE AGREEMENT CHILDREN'S HEATLH COUNCIL

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THIS AGREEMENT, entered into this ______ day of ______, 20_____, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and CHILDREN'S HEALTH COUNCIL (hereinafter called "Contractor"),

$\underline{W I T N E S S E T H}$:

WHEREAS, on September 29, 1998, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

"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 FOUR HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED FIFTY-EIGHT DOLLARS (\$433,658) for the contract term."

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on

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all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of September 29, 1998, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized

representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

CHILDREN'S HEALTH COUNCIL

By: Christophee Harins Date: 2/11/02

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By: Jerry Hill, President

Board of Supervisors, San Mateo County

Date:_____

ATTEST:

By:_

Clerk of Said Board

Date:_____

COUNTY OF SAN MATEO

HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: September 12, 2001

Priscilla Morse, Risk Management/Insurance Division TO:

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

Children's Health Council CONTRACTOR:

Yes DO THEY IRAVEL:

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

See attached DUTIES (SPECIFIC):

COVERAGE;

Comprehensive General Liability: Motor Vehicle Llability: Professional Liability: Worker's Compensation:

APPROV

WAIVE

<u>\$1,000,000</u> \$1,000,000 \$1,000,000 \$Yes

MODIFY

REMARKS/COMMENTS:

SIGNATURE

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CE		DITIONAL INSURED; INSURER LETTER:	CANCELLA	TION			
					IBED POLICIES BE CANCELLED		
		JNTY MENTAL HEALTH		DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN			
	255 WEST 37TH			NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
	SAN MATEO, CA ATTN: MARY VO			IMPOSE NO OBLIGATION OR LIABILITY OF ANY UND UPON THE INDURER, IT'S AGENTS OR			
	ALLM. PART V			EPRESENTATIVE	THAT.	ind 1	
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COUNTY OF SAN MATEO

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Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor:	Children's Health Council				
Contact Person:	Chris Harris				
Address:	700 Sand Hill Road				
	Palo Alto, CA 94301				
Phone Number:	650-326-5530 Fax Number: 650-688-3697				

II Employees

Does the Contractor have any employees? 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.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- □ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- □ No, the Contractor does not comply.

Council

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 8 day of October, 2	001 at <u>San Matco</u> (City)	, <u>CA</u> . (State)
<u>Chutopher Flann</u> Signature	Christopher Harris Name (Please Pr	int)
Executive Director Title Children's Health	94-1312311 Contractor Tax Identificat	

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DIVISION/CONTACT: Mental Health SUBJECT:Childrens Health	Course Dainful
TELEPHONE: X 2532	
 Review by Division Director Comments: 	Initials - Date
2. Review by Risk Management Comments:	Initials - Date
3. Review by County Counsel Comments:	<u>p4</u> 1/30/0 Initials - Date
4. Copies of agreement and resolution made l	by division Initials - Date
5. Review by Health Services Administration Comments:	Initials - Date
5. Review and Signature by Margaret Taylor Comments:	Initials – Date

TOTAL P.01 PAGE.01