

AGREEMENT WITH SUNNY HILLS CHILDREN'S GARDEN  
FOR INTENSIVE DAY TREATMENT SERVICES  
AND THERAPEUTIC BEHAVIORAL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sunny Hills Children's Garden, 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 intensive day treatment services to seriously emotionally disturbed (SED) children and youth, ages five (5) through eighteen (18) and Therapeutic Behavioral Services for children and youth up to age twenty-one (21) as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED AND TEN DOLLARS (\$196,310) for the contract term.

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

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

3. Relationship of Parties

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

4. Hold Harmless

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

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

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

5. Insurance

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

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

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

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

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

Such insurance shall include:

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

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

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

6. Non-Discrimination

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

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

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

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

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

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges

are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

7. Assignments and Subcontracts

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

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

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

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

8. Amendment of Agreement

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

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all

records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

10. Compliance with Applicable Laws

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

11. Interpretation and Enforcement

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

1) In the case of County, to:

San Mateo County  
Mental Health Services Division  
225 37th Avenue  
San Mateo, CA 94403

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

2) In the case of Contractor, to:

Sunny Hills Children's Garden  
300 Sunnyhills Drive  
San Anselmo, CA 94960

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 September 1, 2001 through June 30, 2003. 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 September 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

SUNNY HILLS CHILDREN'S GARDEN

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors, San Mateo County

By: greg m cm5

Date: \_\_\_\_\_

Date: June 4, 2002



ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Clerk of Said Board

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

TIFFANY CHELSVIG

Name of 504 Person - Type or Print

Sunny Hills Children's Garden

Name of Contractor(s) - Type or Print

300 Sunnyhills Drive

Street Address or PO Box

San Anselmo

City

CA

State

94960

Zip Code

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

06-04-02

Date

*Tiffany Chelsvig*

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

### SUNNY HILLS CHILDREN'S GARDEN 2001-2003

#### I. SERVICES

In full consideration of the payments herein provided for, Contractor shall provide Intensive Day Treatment Services and Therapeutic Behavioral Services authorized by the San Mateo County Division of Mental Health. These services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

##### A. Intensive Day Treatment Services

Intensive Day Treatment Services provide an organized and structured multi-disciplinary treatment program as an alternative to hospitalization, to avoid placement in a more restrictive setting, or to maintain the client in a community setting. These services are provided to a distinct group of individuals and occur in a therapeutic, organized and structured setting. Intensive Day Treatment is a packaged program with service available at least four (4) hours and less than twenty-four (24) hours each day the program is open.

For seriously emotionally disturbed children and adolescents, Intensive Day Treatment provides a range of services to assist the child/adolescent to gain the social and functional skills necessary for appropriate development and social integration. Interventions are intended to prevent hospitalization, placement in a more restrictive facility, or out-of-home placement. This service may be integrated with an education program. A key component of this service is contact with the families of these individuals.

1. For the period September 1, 2001 through June 30, 2003, Contractor shall provide intensive day treatment services to an average of two (2) emotionally and behaviorally disturbed youth. These youth are San Mateo County residents who are temporarily placed in the Sunny Hills Children's Center residential program, which operates twenty-four (24) hours/day, seven (7) days/week. All services are integrated on the campus of the residential program. The Intensive Day Treatment program operates five (5) days a week, fifty (50) weeks of the year. The program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:
  - a. psychological assessment, evaluation, and plan development,
  - b. education/special education programming,
  - c. occupational and speech/language and recreation therapies,
  - d. individual, group and family psychotherapy,
  - e. medication assessment and medication management,
  - f. psychosocial, functional skills development
  - g. crisis intervention,
  - h. outreach social services.

2. Contractor shall provide up to four hundred sixty-six (466) days of Intensive Day Treatment annually and shall not exceed nine hundred thirty-two (932) days for the two (2) year contract term.
3. Each youth will have an individualized client treatment plan developed by the Day Treatment staff signed by a licensed, waived or registered staff member. A copy of this plan will be provided to the Deputy Director of Youth Services or designee upon admission and every six (6) months thereafter.

#### 4. Client Plans

Client Plans will:

- be updated at least annually
  - have specific observable and/or specific quantifiable goals
  - identify the proposed type(s) of intervention
  - have a proposed duration of intervention(s)
  - be signed (or electronic equivalent) by:
    - the person providing the service(s), or
    - a person representing a team or program providing services, or
    - when the client plan is used to establish that services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category,
      - a physician
      - a licensed/"waivered" psychologist
      - a licensed/registered/waivered social worker
      - a licensed/registered/waivered Marriage, Family and Child Counselor or
      - a registered nursed
5. All admissions to the Intensive Day Treatment Program will be authorized by the Deputy Director of Youth Services or her designee. Subsequently six (6) months after admission and every six (6) months thereafter Deputy Director of Youth or designee will authorize continued stays in the Intensive Day Treatment Program. Authorization will be based at a minimum on medical necessity criteria in State Medi-Cal regulations.
  6. Commensurate with scope of practice, Intensive Day Treatment services may be provided by any of the following staff:
    - Licensed Physician
    - Licensed/Wavered Clinical Psychologist
    - Licensed/Registered Clinical Social Worker
    - Licensed/Registered Marriage, Family and Child Counselor
    - Registered Nurse
    - Licensed Vocational Nurse
    - Licensed Psychiatric Technician
    - Occupational Therapist
    - Mental Health Rehabilitation Specialist

A Mental Health Rehabilitation Specialist is an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two (2) years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two (2) years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years' experience in a mental health setting.

6. **Staffing Ratio:** At a minimum there must be an average ratio of at least one (1) professional staff member (see staffing list above) to eight (8) individuals (1:<8) in attendance during the period the program is open. In Intensive Day Treatment programs serving more than twelve (12) clients (1:>12) there shall be at least one (1) person from two (2) of the staffing groups listed above.

Other staff may be utilized according to program need, but shall not be included as part of the above ratio. A clear audit trail shall be maintained for staff members who function as both Intensive Day Treatment staff and in other capacities.

7. Intensive Day Treatment services require weekly summaries, signed by a person providing the service. The signature shall include the person's professional degree, licensure, or job title. The weekly summary will include the dates services were provided and progress towards meeting client goals. Copies of weekly summaries should be forwarded along with the monthly invoice to the Deputy Director of Youth Services or her designee.
8. Contractor will participate in all outcome data activities requested by the San Mateo County Mental Health Services Division.

#### B. Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are one (1) to one (1) therapeutic contacts between a mental health provider and a beneficiary for a specified short-term period of time that are designed to maintain the child/youth's residential placement at the lowest appropriate level by resolving target behaviors and achieving short-term treatment goals. A contact is considered therapeutic if it is intended to provide the child/youth with skills to effectively manage the behavior(s) or symptom(s) that is the barrier to achieving residence in the lowest appropriate level.

The person providing TBS is available on-site to provide individualized one (1) to one (1) behavioral assistance and one (1) to one (1) interventions to accomplish outcomes specified in the written treatment plan. A necessary component of this service activity is having the staff person on-site and immediately available to intervene for a specified period of time. The expectation is that the staff person will be with the child/youth for a designated time period which may vary in length and may be up to twenty-four (24) hours a day, depending upon the needs of the child/youth.

Two important components of delivering TBS include the following:

- Making collateral contacts with family members, caregivers, and others significant in the life of the beneficiary; and

- Developing a plan clearly identifying specific target behaviors to be addressed and the interventions that will be used to address the target behaviors.
1. Contractor shall provide of up to thirty thousand (30,000) units of TBS annually not to exceed sixty thousand (60,000) units for the two (2) year term. One (1) unit equals one (1) minute of mental health service.
  2. Contractor shall provide TBS authorized by the San Mateo County Mental Health Division Deputy Director of Youth Services or designated TBS authorizer, to youth up to age twenty one (21). These services shall be provided to full scope Medi-Cal beneficiaries, and also to other clients for whom the Mental Health Plan (MHP) has assumed responsibility. Services shall be provided in the beneficiary's first language.
    - a. Services will be pre-authorized by Deputy Director of Youth Services or designated TBS authorizer.
    - b. The amount of service provided to youth will vary based on individual needs. Authorization will specify the number of hours of TBS according to the individual youth's needs.
  3. Services shall be available on-site to provide individualized one (1) to one (1) behavioral assistance and behavioral interventions.
  4. Treatment Plan and Documentation Requirements
    - a. Services provided shall be specified in a written treatment plan using a format provided or approved by County. TBS will be identified on the overall Client Treatment and Recovery Plan. There must be an additional written plan for TBS as a component of the overall Client Plan, which identifies all of the following:
      - i) Specific target behaviors or symptoms that are jeopardizing the current placement or presenting a barrier to transitions, e.g., tantrums, property destruction, assaultive behavior in school.
      - ii) Specific interventions to resolve the behaviors or symptoms, such as anger management techniques.
      - iii) Specific outcome measures that can be used to demonstrate that the frequency of targeted behaviors has declined and has been replaced with adaptive behaviors.
      - iv) The TBS plan shall be developed, signed and dated by the TBS staff member, and co-signed by the supervising mental health clinician.
    - b. The TBS Plan must be reviewed monthly by the Deputy Director of Youth Services or designee to ensure that TBS continue to be effective for the beneficiary in making progress towards the specified measurable outcomes. The TBS component of the plan should be:
      - i) Adjusted to identify new target behaviors, interventions and outcomes as necessary and appropriate; and

- ii) Reviewed and updated as necessary whenever there is a change in the child/youth's residence.
  - c. Since this is a short-term service, each mental health client treatment plan that includes TBS must include a transition plan from the inception of this service to decrease and/or discontinue TBS when they are no longer needed or appear to have reached a plateau in benefit effectiveness and, when applicable, a plan for transition to adult services when the beneficiary turns twenty-one (21) years old and is no longer eligible for TBS. This plan should address assisting parents and/or caregivers with skills and strategies to provide continuity of care when this service is discontinued.
  - d. If the TBS are intensive and last for several months without observable improvement towards the treatment goals, the residential placement/living situation may not be appropriate and the child/youth shall be re-evaluated for a more appropriate placement.
  - e. Progress Notes: Significant interventions that address the goals of the client treatment plan must be documented. In the progress note, the time of the service may be noted by contact/shift. As with other MHP progress notes, staff travel and documentation time are included with direct service time; on call time may not be claimed.
5. Services shall be available up to twenty-four (24) hours a day, seven (7) days a week as authorized.
6. Service Delivery and Staffing Requirements

TBS must be provided by a licensed practitioner of the healing arts or by trained staff members who are under the direction of a licensed practitioner of the healing arts. The qualifications of organizational provider staff delivering this service will be determined by the MHP and may include non-licensed staff. The individuals providing this service must be available on-site to intervene with the child/youth as needed. Commensurate with scope of practice, TBS may be provided by any of the following staff:

- Licensed Physician
- Licensed/Wavered Clinical Psychologist
- Licensed/Registered Clinical Social Worker
- Licensed/Registered Marriage and Family Therapist
- Registered Nurse
- Licensed Vocational Nurse
- Licensed Psychiatric Technician
- Occupational Therapist

Regarding staff with other education/experience qualifications: the San Mateo County staffing guideline shall be for TBS staff to have a minimum of a Bachelor's Degree in a mental health related field. TBS workers shall be licensed practitioners of the healing arts or trained staff members who are under the direction of a licensed practitioner of the healing arts.

7. TBS services shall be offered in a manner that is compliant with requirements for Medi-Cal reimbursement. To qualify for Medi-Cal reimbursement for TBS, a child/youth must meet the criteria in Sections A, B, and C.
  - a. Eligibility for TBS – must meet criteria one (i) and two (ii).
    - i. Full-scope Medi-Cal beneficiary, unless authorized eligible by San Mateo County Mental Health Services, under twenty-one (21) years, and
    - ii. Meets State medical necessity criteria for Medi-Cal Program.
  - b. Member of the Certified Class – must meet criteria one (i), two (ii), three (iii), or four (iv).
    - i. Child/youth is placed in a group home facility of RCL 12 or above and/or a locked treatment facility for the treatment of mental health needs which is not an Institution for Mental Disease which disqualifies them from receiving federally reimbursed Medi-Cal services; or
    - ii. Child/youth is being considered by the county for placement in a facility described in b.i above; or
    - iii. Child/youth has undergone at least one (1) emergency psychiatric hospitalization related to his/her current presenting disability within the preceding twenty-four (24) months; or
    - iv. Child/youth previously received TBS while a member of the certified class.
  - c. Need for TBS – must meet criteria one (i) and two (ii).
    - i. The child/youth is receiving other specialty mental health services, and
    - ii. It is highly likely in the clinical judgment of the mental health provider that without the additional short-term support of TBS that:
      - The child/youth will need to be placed in a higher level of residential care, including acute care, because of a change in the child/youth’s behaviors or symptoms which jeopardize continued placement in current facility; or
      - The child/youth needs this additional support to transition to a lower level of residential placement. Although the child/youth may be stable in the current placement, a change in behavior or symptoms is expected and TBS are needed to stabilize the child in the new environment. (The MHP or its provider must document the basis for the expectation that the behavior or symptoms will change.)

C. Administrative Requirements

1. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).
2. Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen



(18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday or; b) for a period of seven (7) years beyond the date of discharge whichever is later.

3. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
4. Contractor shall bill County monthly, no later than ten (10) days following close of the service month. The invoice shall include a summary of services and changes for the month of service. In addition contractor shall provide back up to the invoice with a detailed description of services provided including: client name; mental health ID# service date; type of service provided (TBS or Intensive Day Treatment) duration of service (hr./min. format).

#### D. Goals and Objectives

##### Intensive Day Treatment Services

- Goal 1: Contractor shall prevent hospitalization and utilization of more intensive levels of residential placement.
- Objective 1: There will be no more than one (1) psychiatric hospitalization during the course of Intensive Day Treatment per enrolled youth.

##### Therapeutic Behavioral Services

- Goal I: Child/youth shall maintain the current or a reduced level of placement.
- Objective 1: Child or youth shall maintain the current or a reduced level of placement during the course of TBS services and for a period of two (2) months thereafter.

## SCHEDULE B

### SUNNY HILLS CHILDREN'S GARDEN 2001-2003

#### I. PAYMENTS

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

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

1. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED AND SIXTY-FIVE THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$165,860) for services provided under Schedule A, Section IA, for intensive day treatment services.
2. County shall pay Contractor for an average of two (2) youth per month according to the following rates of payment:
  - a. For the first (1<sup>st</sup>) year of the contract term (September 1, 2001 through June 30, 2002), County shall pay Contractor at the rate of ONE HUNDRED SEVENTY-ONE DOLLARS AND FIFTY-NINE CENTS (\$171.59) per day, not to exceed four hundred and thirty-one (431) days per annum, not to exceed SEVENTY-THREE THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS (\$73,955).
  - b. Rate increases after the first (1<sup>st</sup>) year shall be in the sole discretion of the Director of Health, or her designee. In no event shall the maximum, but not guaranteed, compensation for the contract agreement term exceed ONE HUNDRED AND SIXTY-FIVE THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$165,860).
3. Payment shall be made on a monthly basis upon receipt of invoice and all required documentation adhering to Medi-Cal guidelines for a day treatment program.
4. Day Treatment Intensive services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services. Mental health services are not reimbursable when provided by Day Treatment Intensive staff during the same time period that Day Treatment Intensive services are being provided.
5. The billing unit for Day Treatment Intensive in San Mateo County is a Full Day; services must be available more than four (4) hours each day the program is open. The client must be present each day services are claimed.

B. THERAPEUTIC BEHAVIORAL SERVICES (TBS)

1. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of THIRTY THOUSAND FOUR HUNDRED AND FIFTY DOLLARS (\$30,450) for TBS Services.
  2. For services described in Schedule A, I.E., County shall pay Contractor for an average of two (2) youth per month according to the following rates of payment:
    - a. For the first (1<sup>st</sup>) year of the contract term (September 1, 2001 through June 30, 2002), County shall pay Contractor at the rate of FIFTY CENTS (\$0.50) per minute, not to exceed thirty thousand (30,000) minutes per annum, not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000) per annum.
    - b. Rate increases after the first (1<sup>st</sup>) year shall be in the sole discretion of the Director of Health, or her designee. In no event shall the maximum, but not guaranteed, compensation for the contract agreement term exceed THIRTY THOUSAND FOUR HUNDRED AND FIFTY DOLLARS (\$30,450).
  3. Contractor shall only be reimbursed for hours worked by direct services staff. The cost of providing supervisory and administrative support is included in the FIFTY CENTS (\$0.50) per minute rate.
  4. The billing unit for TBS is staff time, based on minutes.
  5. TBS are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except on the day of admission to those services. TBS are reimbursable during Day Treatment Intensive or Day Rehabilitation services when the provider is not a staff member during the same time period of the day treatment program.
- C. In any event, the maximum amount county shall be obligated to pay for all services rendered under this Contract shall not exceed ONE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED AND TEN DOLLARS (\$196,310), unless this Contract is amended.
- D. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.
- E. 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.
- F. Budget modifications may be approved by the Director of Health Services or her designee, subject to the maximum amount set forth in Section 2.A. of this Agreement.

- G. 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.
- H. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health Services or her designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County.
- I. Where discrepancies between costs and charges are found on the Cost Report to County, a single payment shall be made to County by Contractor when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in paragraph F above.
- J. If County finds that performance is inadequate, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated, subject to the provisions of Paragraph 13, of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement.
- K. In the event Contractor claims or receives payment from County of service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at this option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- L. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of the contract year.

## SCHEDULE C

Contract between County of San Mateo and Sunny Hills Children's Garden, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: Sunny Hills Children's Garden  
Contact Person: Joan Petersen, Program Director  
Address: 300 Sunny Hills Drive  
San Anselmo, CA 94960-1995  
Phone Number: 415-457-3200 Fax Number: 415-456-4679

### II Employees

Does the Contractor have any employees?  Yes  No

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

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

### III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

### IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 30<sup>th</sup> day of APRIL, 2002 at SAN ANSELMO, CA  
(City) (State)

Joseph M. Costa  
Signature

Joseph M. COSTA  
Name (Please Print)

CHIEF EXECUTIVE OFFICER  
Title

94-115-6301  
Contractor Tax Identification Number

COUNTY OF SAN MATEO

MEMORANDUM

DATE: May 13, 2002

TO: Priscilla Morse, Risk Management/Insurance Division  
FROM: Mary Vozikes, Mental Health/FAX x2841/PONY #MLH 322  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Sunny Hills Children's Garden

DOES THE CONTRACTOR TRAVEL AS PART OF CONTRACT SERVICES: Yes

NUMBER OF EMPLOYEES WORKING FOR THE CONTRACTOR: Yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: See attached

<u>COVERAGE:</u>	<u>Amount</u>	<u>Approve</u>	<u>Waive</u>	<u>Modify</u>
Comprehensive General Liability:	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability:	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability:	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation:	\$ Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

*Priscilla Morse*  
SIGNATURE


<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		CSR CL SUNNY-2	DATE (MM/DD/YY) 07/02/02
<b>PRODUCER</b> Costello & Sons Insurance Brokers, Inc. 1752 Lincoln Avenue San Rafael CA 94901 Phone: 415-455-1515		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.	
<b>INSURED</b>  Sunny Hills Childrens Garden 300 Sunny Hills Drive San Anselmo CA 94960		INSURERS AFFORDING COVERAGE	
		INSURER A: <b>Riverport Ins. Companies of CA</b>	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	RP 0003083	07/01/02	07/01/03	FIRE DAMAGE (Any one fire) \$ 500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Professional Liab	RP 0003083	07/01/02	07/01/03	PERSONAL & ADJ INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Sexual Abuse				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				<b>Prof</b> 3,000,000
A	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (E9 ACCIDENT) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	RP 0003083	07/01/02	07/01/03	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				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	RPX003084	07/01/02	07/01/03	AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
					E - EACH ACCIDENT \$
					E - DISEASE - SA EMPLOYEE \$
					E - DISEASE - POLICY LIMIT \$
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Certificate holder is named additional insured as respects to liability arising out of the named insureds operations  
 \*10 day notice of cancellation for non-payment of premium

<b>CERTIFICATE HOLDER</b> Y	<b>ADDITIONAL INSURED: INSURER LETTER</b> A	<b>CANCELLATION</b>
SANMA-7		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
San Mateo County Mental Health Services Mary Vozikes 225 31 Ave, 3rd Floor San Mateo CA 94403		AUTHORIZED REPRESENTATIVE 

ACORD 25-S (7/97)

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# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR SL  
SUNNY10

DATE (MM/DD/YY)  
07/02/02

**PRODUCER**  
San Joaquin Valley Insurance  
7405 N. First St.  
P. O. Box 28906  
Fresno CA 93729-8906  
Phone: 559-447-4600

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**  
Sunny Hills Children's Garden  
Family & Children's Svcs, Inc.  
300 Sunny Hills Dr.  
San Anselmo CA 94960

INSURER A: State Compensation Ins. Fund  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COM/PROP AGG \$
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENT ON \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	163290602	07/01/02	07/01/03	WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
SAN MATEO COUNTY MENTAL HEALTH SERVICES DIVISION ATTN: MARY VOZIKES 225 37TH AVENUE, 3RD FLOOR SAN MATEO CA 94403	SANMA01	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE Joe Thacker

*[Signature]*  
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