

AGREEMENT WITH FRED FINCH YOUTH CENTER FOR
CRISIS RESPONSE IN-HOME STABILIZATION SERVICES
AND THERAPEUTIC BEHAVIORAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2002,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FRED
FINCH YOUTH CENTER, 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 crisis response in-home stabilization 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 MILLION FIVE HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED AND TWENTY-ONE DOLLARS (\$1,528,521.00) for the contract term.

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

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

3. Relationship of Parties

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

and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

5. Insurance

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

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

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

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

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

Such insurance shall include:

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

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of

liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

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

6. Non-Discrimination

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

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

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

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

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

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

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

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

7. Assignments and Subcontracts

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

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

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

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

8. Amendment of Agreement

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

9. Records

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

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

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and

activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

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

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

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

- 2) In the case of Contractor, to:
Fred Finch Youth Center
3800 Coolidge Avenue
Oakland, CA 94602-3399

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Venue

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of San Mateo County, or where

otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Francisco, California.

13. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2002 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.

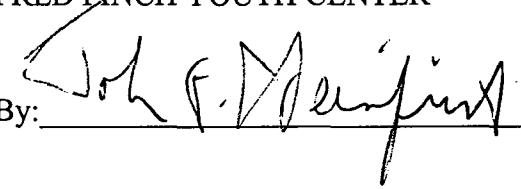
Parties recognize that Contractor has performed services from July 1, 2001 through date of execution of this Agreement in anticipation of execution of this Agreement. Parties agree that services are subject to all terms and conditions contained herein.

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

COUNTY OF SAN MATEO

FRED FINCH YOUTH CENTER

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

By:  _____

Date: _____

Date: 8/22/02 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE C

Contract between County of San Mateo and Fred Finch Youth Center, 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.

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.

KATHIE JACOBSON, COO

Name of 504 Person - Type or Print

Fred Finch Youth Center

Name of Contractor(s) - Type or Print

3800 Coolidge Avenue

Street Address or PO Box

Oakland

City

CA

State

94602-3399

Zip Code

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

8/22/02

Date

[Signature]

Signature and Title of Authorized Official

President & CEO

*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

FRED FINCH YOUTH CENTER JULY 1, 2002 - JUNE 30, 2003

I. SERVICES

In full consideration of the payments herein provided for, Contractor shall provide crisis response in-home stabilization services and Therapeutic Behavioral Services (TBS). These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

A. Crisis Response In-Home Stabilization Services (Bridges of San Mateo Program)

For the period July 1, 2002, through June 30, 2003, Contractor shall provide crisis response in-home stabilization services to sixty (60) unduplicated seriously emotionally disturbed (SED) youth. This service will provide an immediate treatment alternative to acute emergency and inpatient psychiatric facilities to youth who are not a danger to themselves or others, i.e., W&I Code 5150 criteria. This service will also provide intensive in-home services to youth who are recently discharged from a psychiatric hospital, at risk for group home placement, and in need of additional support to stabilize and transition into the community.

1. This program, hereinafter referred to as "Bridges of San Mateo," shall be available to such eligible clients of the Mental Health Services Division, hereinafter referred to as "Division," of the County Health Services Agency, hereinafter referred to as "Agency," as may be referred to the program by Division staff so authorized by the Director of Mental Health Services.
2. Eligibility for admission to Bridges of San Mateo shall be confined to youth with psychiatric disturbances; such youth shall be identified according to the following criteria:
 - a. County youth ages five (5) through eighteen (18) who are SED and: 1) at imminent risk of hospitalization, 2) at imminent risk of group home placement, 3) recently released from a psychiatric hospital and in need of additional support to stabilize in the community, 4) have a history of recent psychiatric hospitalization and high risk of re-hospitalization without additional support, or,

- 5) experiencing a crisis in the home and requiring in-home services to stabilize the family situation. All youth presenting as imminently dangerous to themselves or others or who are gravely disabled (meeting W&I Code 5150 criteria) will be excluded from immediate referral to this program and will be referred for hospitalization.
- b. All referrals shall be made by the Mental Health Services Division Youth staff with the Youth Case Management Supervisor prioritizing the referrals.
3. Each youth referred to Bridges of San Mateo as hereinabove described shall receive the following services:
- a. Comprehensive Intake Services
- If a referral is made while a youth is at Psychiatric Emergency Services (PES), the Bridges of San Mateo's therapist will respond within five (5) minutes by phone and within thirty (30) minutes in person.
 - If the youth is sent home from PES with a referral to Bridges of San Mateo, in-home services will begin within twenty-four (24) hours of discharge.
 - If the youth is discharged from an inpatient psychiatric unit with a referral to Bridges of San Mateo, in-home services will begin within twenty-four (24) hours of discharge.
 - All other referrals to the program will also involve contact with the family within forty-eight (48) hours of referral.
 - An initial treatment plan will be completed within five (5) days of first contact with the youth in their home.
 - Intake Services will be available seven (7) days a week, twenty-four (24) hours a day.
- b. Staffing for this program is 5.50 FTE:
- 1.0 FTE Licensed Clinician/Project Coordinator (at least two [2] years post-licensure experience)
 - 4.0 FTE Therapist/Case Manager (licensed or waived master's level with at least one [1] year of continuous non-internship working with SED children or youth. At least one [1] therapist/case manager will be Spanish-speaking.)
 - .50 FTE Clerical Staff will carry papers and be available seven (7) days a week, twenty-four (24) hours a day, including

holidays to provide crisis response and intervention to the families.

Staff will be culturally competent and capable of working with a culturally diverse population. Contractor will provide interpreter services, if needed, to youth and families in the program to ensure that all families can utilize the intensive in-home services.

c. Intensive Clinical Services

Staff will provide outcome-driven assessments of youth and their families that examine their needs and strengths in all relevant areas, i.e., living arrangement, educational, vocational, medical, psychological, emotional, legal, social, and recreational.

The program will provide short-term or brief individual and family counseling; crisis intervention, case management; and psycho-educational training.

Services will be provided in the family's home or other locations convenient to family members, such as school, a job site, a neighborhood restaurant, or community center. Coverage will be provided seven (7) days a week and home visits can be scheduled on Saturday and Sunday.

Services will be provided to an estimated sixty (60) unduplicated SED youth. Length of stay in the program will vary based on the acuity level of the youth and proposed treatment plan. Youth may be re-referred to the program if a crisis re-emerges.

Staff will maintain ongoing contact with Child and Youth System of Care staff, primarily Youth Case Managers. Staff will also maintain contact with other County Agency personnel and community-based agency providers involved with the youth.

Staff will have access to flexible funds within existing Bridges of San Mateo budget. Any extraordinary expenses would require that Bridges of San Mateo staff apply for these funds through the existing flexible funds youth protocol.

4. Contractor shall provide services to sixty (60) unduplicated SED youth during the term of this Agreement, provided that demand for such quantity of services exists, demand to be determined by the number and needs of eligible persons referred to Contractor by authorized referral sources herein defined.

5. Individual records shall be kept on each youth at Fred Finch Youth Center according to County Mental Health Services standards. Records must be legible and kept in detail consistent with appropriate medical and professional practice in order to: a) permit effective internal professional review and external medical audit process; and b) facilitate an adequate system for follow-up of treatment.
6. Individual records shall also include:
 - Within five (5) days of receiving a referral, program staff will convene a treatment team meeting to include County Mental Health and other agency staff, family, extended family, and other caregivers, resource people from community organizations, teachers and others as appropriate. An initial treatment plan will be completed at this meeting.
 - Referring worker satisfaction surveys to provide Contractor with feedback about staff experiences with Bridges of San Mateo staff and perceptions of client outcomes. Surveys to be provided to staff within ten (10) days of client discharge.
 - Parent or caregiver satisfaction survey to be provided to family within ten (10) days of discharge.
 - Discharge summary to be completed within ten (10) days of youth's last contact with Bridges of San Mateo and copy to be sent to the referring worker.
7. Contractor shall report (at monthly intervals) state-required client data on caseload, units of service and other evaluation data to the Division's Management Information System (MIS) Unit. Client registration will be completed within five (5) days of initial contact with client. The data shall become incorporated into a year-end report which shall include such information as Director requires to permit reporting, monitoring, and evaluation of Contractor's program pursuant to this Agreement.
8. Contractor shall complete and submit a quarterly statistical report summarizing data relevant to the youth in the program, i.e., number of referrals, source of referrals, lengths of stay, hours of service, and percentages of youth maintained in their family homes.
9. 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.

10. Contractor shall participate in State of California required evaluation activities, as indicated.

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 Therapeutic Behavioral Services (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: 1) making collateral contacts with family members, caregivers, and others significant in the life of the beneficiary; and 2) 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 Therapeutic Behavioral Services (TBS) during the contract term. One (1) unit equals one (1) minute of mental health service.
2. Contractor shall provide Therapeutic Behavioral Services (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 Medical 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. Therapeutic Behavioral Services (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:
 - 1) 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.
 - 2) Specific interventions to resolve the behaviors or symptoms, such as anger management techniques.
 - 3) Specific outcome measures that can be used to demonstrate that the frequency of targeted behaviors has declined and has been replaced with adaptive behaviors.
 - 4) 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:
 - 1) Adjusted to identify new target behaviors, interventions and outcomes as necessary and appropriate; and
 - 2) Reviewed and updated as necessary whenever there is a change in the child/youth's residence.
 - d. 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**
Therapeutic Behavioral Services (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, Therapeutic Behavioral Services (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
 - 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 Therapeutic Behavioral Services (TBS), a child/youth must meet the criteria in Sections a., b, and c.
 - a. Eligibility for TBS: must meet criteria one (1) and two (2).
 - 1) Full-scope Medi-Cal beneficiary, unless authorized eligible by San Mateo County Mental Health Services, under twenty-one (21) years,
 - 2) Meets State medical necessity criteria for Medi-Cal Program.
 - b. Member of the Certified Class: must meet one of the following criteria
 - 1) 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

- 2) Child/youth is being considered by the county for placement in a facility described in B.1 above; or
 - 3) 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
 - 4) Child/youth previously received TBS while a member of the certified class.
- c. Need for TBS – must meet criteria one (1) and two (2).
- 1) The child/youth is receiving other specialty mental health services, and
 - 2) 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 (18th) 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).

II. 2002-03 GOAL AND OBJECTIVES

A. Crisis Response In-Home Stabilization Program

Goal 1: Contractor shall provide an immediate treatment alternative to acute emergency and inpatient psychiatric facilities to youth who are not a danger to themselves or others or gravely disabled, i.e., W&I Code 5150 criteria.

Objective 1: Psychiatric inpatient utilization of County Medi-Cal youth beds will be 1.5 beds per day or less.

Objective 2: Utilization of PES for the youth served in this program will be reduced by thirty percent (30%) (for six (6) months after entering the program compared to the six (6) months prior).

Objective 3: Maintaining at least ninety percent (90%) of referred SED youth in their family homes during the course of in-home services and for three (3) months after the termination of program services.

B. Therapeutic Behavioral Services

Goal 1: Contractor shall provide short-term, one-to-one services to high-risk children and youth to maintain residential placement at the lowest appropriate level.

Objective 1: Seventy-five percent (75%) of children/youth shall maintain the current or a reduced level of placement for at least six (6) months following implementation of TBS service.

Goal 2: Child/youth shall be offered an opportunity to respond to a satisfaction survey concerning TBS.

Objective 1: At least eighty-five percent (85%) of clients responding shall rate services as satisfactory, as measured by a client satisfaction questionnaire.

C. All Programs

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

Objective 1: All program staff shall receive culturally focused training and provide culturally appropriate services to youth and their families.

Goal 2: Contractor shall enhance the program's family-professional partnership.

Objective 1: Contractor shall involve each child's family in the treatment process. This shall be measured by a rating of "satisfied" in ninety percent (90%) of all questions related to involvement in the therapeutic process in the Parent Satisfaction Survey.

SCHEDULE B

FRED FINCH YOUTH CENTER: JULY 1, 2002 - JUNE 30, 2003

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to paragraph 2.A. ("Maximum Amount") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement:

A. Crisis Response In-Home Stabilization Services (Bridges of San Mateo Program)

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 FOUR HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED AND FORTY-FOUR DOLLARS (\$437,344) for services provided under Schedule A, Section IA, for the Bridges of San Mateo Program.
2. County shall pay Contractor at the rate of one-twelfth (1/12) of the contract amount or THIRTY-SIX THOUSAND FOUR HUNDRED AND FORTY-FIVE DOLLARS THIRTY-THREE CENTS (\$36,445.33) per month for the term of this Agreement. Payment shall be prorated for any partial month of program operation.
3. Ordinary costs of flexible funding for goods and services for participating families shall be borne by Contractor as part of normal operating costs. Extraordinary needs of clients and families may be submitted to County's Flexible Funds Committee for consideration and authorization for funding.

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 ONE MILLION NINETY-SEVEN THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$1,091,177) for TBS Services.
2. County shall pay Contractor at a rate of ONE DOLLAR AND FIFTY-FIVE CENTS (\$1.55) per minute of service, not to exceed SEVEN HUNDRED THREE THOUSAND NINE HUNDRED EIGHTY-FIVE (703,985) units of service.

3. In anticipation of a decrease in the State Maximum Allowance (SMA) for TBS, Contractor agrees to either accept a rate not to exceed the SMA or to discontinue provision of these services as of the effective date for the new rate. In the event that the SMA is less than the rate established in I.B.2, it is agreed the rate will be changed to the SMA. In no event shall the compensation rate for TBS services exceed the SMA.
 4. Contractor shall only be reimbursed for actual units of service provided.
 5. In any event, the maximum amount County shall be obligated to pay for TBS rendered under this Agreement shall not exceed ONE MILLION NINETY-ONE THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS (\$1,091,177) unless this Agreement is amended.
- C. In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed ONE MILLION FIVE HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED TWENTY-ONE DOLLARS (\$1,528,521) unless this Agreement is amended.
- D. 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.
- E. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) 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 the claim is made.
- F. 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.
- G. 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.

- H. 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 C above.
- I. 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 pursuant to paragraph 13 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement.
- J. In the event Contractor claims or receives payment from County for service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- K. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3rd) quarter of the contract year.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Fred Finch Youth Center
Contact Person: John Steinfirst
Address: 3800 Coolidge Ave.
Oakland, CA 94602
Phone Number: 510-482-2244x 214 Fax Number: 510-488-1960

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 July 1, 1999 (date) and expires on June 30, 2002 (date).

(Extended to October 1, 2002)

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 22 day of August, 2002, at Oakland CA

Signature of President + CEO

Name (Please Print) John F. Steinfirst

Title President + CEO

Contractor Tax Identification Number 94 0474080

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health
 SUBJECT: Fred Finch Youth Center
 FILE NAME: SVSMCHSATC/HEALTH CONTRACTS/
 CONTENT SERVICES NUMBER: _____
 PROGRAM MANAGER: Deborah Torres
 CONTRACT ADMINISTRATOR: Caryl Fairfull

- 1. Review by Division Director
 Comments: _____
 Initials-Date _____
- 2. Review by Division Fiscal Officer
 Comments: _____
 Initials-Date _____
- 3. Review by Risk Management
 Comments: _____
 Initials-Date _____
- 4. Review by County Counsel
 Comments: _____
 Initials-Date MM 8/16/02
- 5. Copies of agreement and resolution made by
 division
 Initials-Date _____
- 6. Review by Health Services Administration Analyst
 Comments: _____
 Initials-Date _____
- 7. Review by Health Services Administration
 Deputy Director
 Comments: _____
 Initials-Date _____
- 8. ATR Approval by Finance Director
 Initials-Date _____
- 9. Review and Signature by Margaret Taylor
 Comments: _____
 Initials-Date _____

Date Received by Health Services Administration: _____

Date sent to County Manager: _____

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health
 SUBJECT: Red Brick Youth Center
 FILE NAME: SVSMCHSA1C/HEALTH CONTRACTS/
 CONTENT SERVICES NUMBER: _____
 PROGRAM MANAGER: Debbie Torres
 CONTRACT ADMINISTRATOR: Cory Guffell

1. Review by Division Director

Comments:

Initials-Date

2. Review by Division Fiscal Officer

Comments: DK per DT 6/3/02
TD JW 6/4/02

Initials-Date

3. Review by Risk Management

Comments: TD PM 6/4/02

Initials-Date

4. Review by County Counsel

Comments: TD PF 6/4/02

MY 6/5/02

Initials-Date

4. Copies of agreement and resolution made by division

Initials-Date

5. Review by Health Services Administration Analyst

Comments:

Initials-Date

6. Review by Health Services Administration

Deputy Director

Comments:

Initials-Date

7. ATR Approval by Finance Director

Initials-Date

8. Review and Signature by Margaret Taylor

Comments:

Initials-Date

Date Received by Health Services Administration: _____

Date sent to County Manager: _____

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health
 SUBJECT: And Jack Youth Center
 FILE NAME: SVSMCHSA1C/HEALTH CONTRACTS/
 CONTENT SERVICES NUMBER: _____
 PROGRAM MANAGER: Debbie Torres
 CONTRACT ADMINISTRATOR: Cory Guffell

1. Review by Division Director
 Comments:

 Initials-Date

ok for DT 6/3/02

2. Review by Division Fiscal Officer
 Comments: *to JFW 6/4/02*

 Initials-Date

3. Review by Risk Management
 Comments: *JR PM 6/4/02*

phm 6/4/02
 Initials-Date

4. Review by County Counsel
 Comments: *to PF 6/4/02*

 Initials-Date

4. Copies of agreement and resolution made by
 division

 Initials-Date

5. Review by Health Services Administration Analyst
 Comments:

 Initials-Date

6. Review by Health Services Administration
 Deputy Director
 Comments:

 Initials-Date

7. ATR Approval by Finance Director

 Initials-Date

8. Review and Signature by Margaret Taylor
 Comments:

 Initials-Date

Date Received by Health Services Administration: _____

Date sent to County Manager: _____

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: June 4, 2002

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Caryl Falfull, Mental Health Services/PONY #MLH 322

CONTRACTOR: Fred Finch Youth Center

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC):

COVERAGE:

| | |
|----------------------------------|--------------------|
| Comprehensive General Liability: | <u>\$1,000,000</u> |
| Motor Vehicle Liability: | <u>\$1,000,000</u> |
| Professional Liability: | <u>\$1,000,000</u> |
| Worker's Compensation: | <u>\$Yes</u> |

APPROVE ✓

WAIVE _____

MODIFY _____

REMARKS/COMMENTS:

Priscilla Morse

SIGNATURE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/01/02

PRODUCER
Arthur J. Gallagher & Co. Ins.
Brokers of CA Inc Lic.#0726293
One Market Spear Twr Ste 200
San Francisco, CA 94105

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
Fred Finch Children's Home, Inc
dba: Fred Finch Youth Center
3800 Coolidge Avenue
Oakland, CA 94602

INSURER A: N.I.A.C.
INSURER B: Zenith Insurance Company
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 | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 200200293NPO | 04/01/02 | 04/01/03 | EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | 200200293NPO | 04/01/02 | 04/01/03 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000 | 200200293UMB NPO | 04/01/02 | 04/01/03 | EACH OCCURRENCE \$10,000, AGGREGATE \$10,000, \$ \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTHER | Z044979905 | 01/01/02 | 01/01/03 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L.DISEASE-EAEMPLOYEE \$1,000,000 E.L.DISEASE-POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: Fred Finch Youth Center, 3800 Coolidge Avenue, Oakland, CA 94602 As respects to all operations including Special Education Services to Youth from San Mateo County. San Mateo County Mental Health Services is included as Additional Insured where contractually required.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER **A**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE CANCELLATION 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

Dennis J. O'Hara

San Mateo County Mental Health
 Services, its Officers, Agents
 and Employees
 225 W 37th Avenue
 San Mateo, CA 94403