

AMENDMENT TO THE AGREEMENT WITH  
EDGEWOOD CENTER FOR CHILDREN AND FAMILIES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and EDGEWOOD CENTER FOR CHILDREN AND FAMILIES (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on September 25, 2001, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

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

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

“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 FIVE HUNDRED TWENTY-THREE THOUSAND NINE HUNDRED FORTHY-THREE DOLLARS (\$523,943) for the contract term.”

“SCHEDULE A

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES  
2001-2004

I. SERVICES

In full consideration of the payments herein provided for, Contractor shall provide Intensive Day Treatment Services (non-residential); Intensive Day Treatment Services (residential); Mental Health Services authorized by the Mental Health Plan; Therapeutic Behavioral Services; and Diagnostic Assessment Program services. 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 (Non-Residential) (July 1, 2001 through June 30, 2002)

1. Contractor shall provide intensive day treatment services to an average of one (1) emotionally and behaviorally disturbed youth ages 5-12, per day. These youth will not be a resident of the Edgewood residential program and will only be in the day treatment program. All services are integrated on the Edgewood campus and the program operates in a full day format from 8:30am-3:30pm, Monday through Friday. The program is operated eleven (11) months of the year for two hundred ten (210) days. The program is multi-disciplinary in its approach and provides a range of treatment services including, but not limited to:
  - a. special education programming,
  - b. occupational and speech/language and recreation therapies,
  - c. individual, group and family psychotherapy,
  - d. medication assessment and medication management,
  - e. psychological evaluation,
  - f. crisis intervention,
  - g. outreach social services.
2. Each youth will have an individualized treatment plan developed by the Day Treatment staff under the supervision of the child psychiatrist.
3. All admissions to the Intensive Day Treatment Program will be authorized by the Youth Deputy Director or her designee.
4. Contractor will participate in all outcome data activities requested by the San Mateo County Mental Health Services Division.

B. Intensive Day Treatment Services (Residential) (July 1, 2001 through June 30, 2002)

1. Contractor shall provide intensive day treatment services to an average of one (1) emotionally and behaviorally disturbed youth ages 5-12 per day. These youth are San Mateo County residents who are temporarily placed in the Edgewood residential program or in the hospital diversion program, both of which operate 24 hours/day, 7 days/week. All services are integrated on the Edgewood campus. The program operates three hundred and sixty-five (365) days a year. The program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:

- a. special education programming,
  - b. occupational and speech/language and recreation therapies,
  - c. individual, group and family psychotherapy,
  - d. medication assessment and medication management,
  - e. psychological evaluation,
  - f. crisis intervention,
  - g. outreach social services.
2. Each youth will have an individualized treatment plan developed by the Day Treatment staff under the supervision of the child psychiatrist.
  3. All admissions to the Intensive Day Treatment Program will be authorized by the Youth Deputy Director or her designee.
  4. Contractor will participate in all outcome data activities requested by the San Mateo County Mental Health Services Division.

C. Intensive Day Treatment Services (July 1, 2002 through June 30, 2004)

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 services must be available more than four (4) hours and less than twenty-four (24) hours each program day to qualify as a full day program. The client must be present each day services are claimed. Services include, but are not limited to, one or more of the following: assessment, rehabilitation, therapy, group therapy, collateral, and case management/brokerage.

For seriously emotionally disturbed children and adolescents, Intensive Day Treatment Services provide 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. Contractor shall provide Intensive Day Treatment Services to an average of two (2) emotionally and behaviorally disturbed youth ages 5-14, per day. All services are integrated on the Edgewood campus and the program operates in a full day format. The program is operated eleven (11) months of the year.

The program is multi-disciplinary in its approach and provides a range of treatment services including, but not limited to:

- occupational and recreation therapies,
- individual, group and family psychotherapy,

- psychological evaluation,
  - crisis intervention.
2. Contractor shall provide up to five hundred seventy-three (561) days of Intensive Day Treatment each year, not to exceed a maximum of one thousand four hundred forty-six (1,122) days for the contract term.
  3. Each youth will have an individualized 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 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 nurse.
  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/Waivered Clinical Psychologist
    - Licensed/Registered Clinical Social Worker
    - Licensed/Registered Marriage, Family and Child Counselor

- 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.

7. **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 there shall be at least one (1) person from two (2) of the professional disciplines 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.

8. 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. Weekly summaries are written on forms developed by Intensive Day Treatment Program staff, and indicate daily activities using the existing checklist format.
9. Contractor will participate in all outcome data activities requested by the San Mateo County Mental Health Services Division.

D. Mental Health Services (Authorized by MHP) (July 1, 2001 through June 30, 2004)

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

1. Contractor shall provide mental health services under the San Mateo County Mental Health Plan (MHP) to San Mateo County Medi-Cal beneficiaries, who are Medi-Cal eligible at the time of referral and authorization; clients who are covered by the Healthy Families Program (a state insurance program for low income children); and clients known to be indigent for whom the MHP has assumed responsibility. Service will be provided to youth and their families who are involved with the Kinship Support Network of San Mateo. These youth live with their relatives and caregivers in San Mateo County. Services may also be provided to San Mateo County dependents who are placed with relatives in San Francisco County.
2. These services shall be provided in a manner prescribed by the laws of California and in accord with all other 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 Contract.
3. Services must be pre-authorized by the MHP.
4. Services shall be available in English and Spanish.
5. All services shall be provided by licensed, waived or registered mental health staff.
6. Services shall include the following:
  - a. assessment services,
  - b. treatment services:
    - 1) brief individual, family and group therapy and
    - 2) collateral services including contact with family and other significant service providers.
  - c. medication assessment services; and
  - d. medication treatment services.

E. Diagnostic Assessment Program (July 1, 2001 through June 30, 2002)

Contractor shall provide up to three hundred and sixty-five (365) days of Diagnostic Assessment Program (DAP) services at the Edgewood Center for Children and Families. This service will be provided to San Mateo County youth for hospital diversion as a short term, community-based alternative to institutional hospital care. Contractor will provide this service to San Mateo County youth who are between the ages of five (5) and twelve (12). Services shall be provided in English and Spanish. While Spanish speaking staff may not be available to deliver direct services 24 hours of everyday, sufficient Spanish speaking staff will be available 24 hours a day, everyday to relay urgent or non-urgent information to parents or other family members as needed.

1. Eligibility for admission to the program shall be confined to youth who meet the following admission criteria:
  - a. Youth has principal DSM IV Axis 1 diagnosis, including acute concurrent symptoms.
  - b. Outpatient treatment has been attempted without significant progress or lowered risk.
  - c. Youth cannot be managed outside a 24 hour program and/or exhibits significant danger to self or others.
  - d. Youth lacks significant support, resources and ability to comply with community-based treatment.
  - e. Youth is medically stable.
  - f. Youth has exhibited significant impairment in judgment, impulse control and/or cognitive/perceptual ability due to psychiatric, family and/or substance use problems.
  - g. Youth has significantly impaired interpersonal functioning including peer and family relationships.
  - h. Youth has experienced significant impairment in educational and/or recreational settings.
  - i. Youth can function in an unlocked setting and does not require constant medical attention, mechanical restraints and/or psychiatric hospitalization.
  - j. Youth can function in a staff secure setting and does not require detention in a locked Juvenile facility due to criminal behavior.
  
2. All referrals for intake shall be made by the Youth Case Management staff and the Youth Case Management Supervisor will authorize the intake. Transportation to Edgewood will be arranged by Youth Case Management staff. Intakes will be offered Monday-Saturday 9am to 5pm and will be in three forms:
  - a. Emergent and immediate.
  - b. Expedited intake within 24 hours.
  - c. Planned intake for youth transitioning from other secure settings or requiring a specialized assessment service.
  
3. Service components will include:
  - a. Daily individualized and group treatment focused on problem solving, social skills, development of strengths, anger management, conflict resolution, family/caregiver relations and specialized issues such as eating disorders, depression, psychopharmacology education.
  - b. Frequent individual life space interviews with professional child care workers and licensed clinical staff.

- c. Family/caregiver treatment focusing on working through crisis, brief treatment, reunification and/or discharge planning and parent education.
- d. Psychiatric assessment/evaluation and treatment.
- e. Psychological consultation when indicated.
- f. Milieu treatment emphasizing safety, decision-making, mental and physical health and participation in activities of daily living.
- g. Education consultation and tutoring to help develop new strategies for learning, which allow children to keep up with their schoolwork.
- h. Intensive case management, discharge and aftercare planning beginning at intake and involving all key parts of the child's life.
- i. Therapeutic Behavioral Services. Edgewood will provide one to one care for youth in the program (three (3) hours a day) to help work on specific behaviors and facilitate a smooth transition to the community.
- j. Intensive day treatment services for youth while they are participating in the hospital diversion program.

F. Therapeutic Behavioral Services (July 1, 2001 through June 30, 2002)

Contractor shall provide Therapeutic Behavioral Services (TBS) to youth participating in the Diagnostic Assessment Program or in the longer-term residential program. TBS will be provided for an average of three (3) hours a day for each day that the youth is participating in the Diagnostic Assessment Program. The amount of service provided to youth in the longer term residential program will vary based on individual needs. Services shall be provided in English and Spanish.

- 1. Services shall be available on site to provide individualized one to one behavioral assistance and behavioral interventions.
- 2. Services provided shall be specified in a written treatment plan using a format provided or approved by County.
- 3. Services will be pre-authorized by primary San Mateo County referring clinician.
- 4. 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.

5. TBS services shall be offered in a manner that is compliant with requirements for Medi-Cal reimbursement.

G. Therapeutic Behavioral Services (July 1, 2002 through June 30, 2004)

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 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 TWELVE THOUSAND NINE HUNDRED THIRTY-ONE (12,931) units of Therapeutic Behavioral Services (TBS) for each of FY 2002-03 and FY 2003-04. 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 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.

Services shall be available on-site to provide individualized one (1) to one (1) behavioral assistance and behavioral interventions.

### 3. 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.
- 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. Significant interventions that address the goals of the client treatment plan must be documented in the progress notes. The time of the service will 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.
4. Services shall be available up to twenty-four (24) hours a day, seven (7) days a week as authorized.
  5. 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 Therapist
- Registered Nurse
- Licensed Vocational Nurse
- Licensed Psychiatric Technician
- Occupational Therapist

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.

6. 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, and
    - 2) Meets State medical necessity criteria for Medi-Cal Program.
  - b. Member of the Certified Class – must meet criteria one (1), two (2), three (3), or four (4).
    - 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.)

H. Administrative Requirements (for all services components)

1. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including assessment and services 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 on (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 complete all State evaluation requirements.

## II. GOALS AND OBJECTIVES

### A. Intensive Day Treatment Services

Goal 1: Day Treatment Services provided by contractor shall prevent more intensive levels of placement for youth.

Objective 1: Upon discharge from Intensive Day Treatment Services, 75% of all youth will be placed in less restrictive placements.

### B. Mental Health Services (Authorized by MHP)

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

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

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

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

### C. Diagnostic Assessment Program/Therapeutic Behavioral Services (July 1, 2001 through June 30, 2002)

Goal 1: Contractor shall provide an immediate treatment alternative for latency aged youth who would otherwise require a psychiatric inpatient hospitalization, but who can be treated in an unlocked setting.

Objective 1: Not more than twenty-five percent (25%) of latency aged youth

accepted into the program shall be discharged to an acute psychiatric inpatient service.

D. 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 client'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

### EDGEWOOD CENTER FOR CHILDREN AND FAMILIES 2001-2004

#### 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.

#### A. INTENSIVE DAY TREATMENT SERVICES

1. For the period July 1, 2001 through June 30, 2002 for non-residential services described in Exhibit A, I.A., Contractor shall be paid at a rate of ONE HUNDRED FORTY DOLLARS AND FIFTY-SEVEN CENTS (\$140.57) per day, not to exceed two hundred ten (210) days for a total of TWENTY-NINE THOUSAND FIVE HUNDRED AND TWENTY DOLLARS (\$29,520).
2. For the period July 1, 2001 through June 30, 2002 for residential services described in Exhibit A, I.B., Contractor shall be paid at a rate of ONE HUNDRED THIRTY DOLLARS (\$130) per day, not to exceed three hundred sixty-five (365) days for a total of FORTY-SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$47,450) for FY 2001-02.
3. For the period July 1, 2002 through June 30, 2004 for services described in Exhibit A, I.C., Contractor shall be paid at a rate of ONE HUNDRED THIRTY-FOUR DOLLARS (\$134.00) per day, not to exceed FIVE HUNDRED SIXTY-ONE (561) days each fiscal year or ELEVEN HUNDRED ONE HUNDRED TWENTY-TWO (1,122) days total for FY 2002-03 and FY 2003-04.
4. 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.
5. Contractor will only be reimbursed for actual days attended by youth.

#### B. MENTAL HEALTH SERVICES (authorized by MHP)

1. For the period of July 1, 2001 through June 30, 2004 services are as follows, with applicable rates:
  - a. Assessment Services (Non-MD): An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waived, or registered

mental health professional.

| Services              | 2001-02  | 2002-03  | 2003-04  |
|-----------------------|----------|----------|----------|
| Assessment (per case) | \$111.30 | \$114.64 | \$118.08 |

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

| Services  | 2001-02 | 2002-03 | 2003-04 |
|---|---------|---------|---------|
| Individual Therapy/Collateral (per session)     | \$52.50 | \$54.08 | \$55.70 |
| Group Therapy (per client per session)          | \$16.80 | \$17.30 | \$17.82 |
| Family Therapy (per hour; includes all members) | \$63.00 | \$64.89 | \$66.84 |
| Collateral (per session)                        | \$52.50 | \$54.08 | \$55.70 |
| Clinical Consultation (Telephone/15 minutes)    | \$10.00 | \$10.00 | \$10.00 |

- c. Medication Assessment (MD): A medication assessment shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist).

| Services                         | 2001-02  | 2002-03  | 2003-04 |
|----------------------------------|----------|----------|---------|
| Medication Assessment (per case) | \$111.30 | \$114.64 | 118.08  |

- d. Medication Management (MD): Medication management shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist).

| Services                            | 2001-02 | 2002-03 | 2003-04 |
|-------------------------------------|---------|---------|---------|
| Medication Management (per session) | \$44.10 | \$45.42 | \$46.78 |

2. The maximum amount County shall be obligated to pay for services rendered under this component of the Contract shall not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000) per year, not to exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) for the period July 1, 2001, through June 30, 2004.
3. Medi-Cal cases seen under this contract are to be reimbursed by the Mental Health Division. No other revenue sources may be collected for Medi-Cal clients. Under no circumstances may Medi-Cal eligible clients be charged for services provided. Under no circumstances may Medi-Cal clients be charged for missed appointments.



- C. DIAGNOSTIC ASSESSMENT PROGRAM (July 1, 2001 through June 30, 2002)
1. For the period services described in Exhibit A, I.F., Contractor shall be paid at a rate of THREE HUNDRED SEVENTY-FIVE DOLLARS (\$375) per day, not to exceed three hundred and sixty-five (365) for a total of ONE HUNDRED AND THIRTY-SIX THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS (\$136,875). Contractor shall be reimbursed only for days of service provided.
  2. Payment shall be made on a monthly basis upon receipt of invoice.
- D. THERAPEUTIC BEHAVIORAL SERVICES (July 1, 2001 through June 30, 2002)
1. For the services described in Exhibit A, I.G., Contractor shall be paid at a rate of SIXTY DOLLARS (\$60) per hour, for an average of two and a half (2.5) hours per day, not to exceed a total of FIFTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$54,750).
  2. Contractor shall only be reimbursed for hours worked by direct services staff. The cost of providing supervisory and administrative support is included in the SIXTY DOLLARS (\$60) per hour rate.
- E. THERAPEUTIC BEHAVIORAL SERVICES (July 1, 2002 through June 30, 2004)
1. For the services described in Exhibit A, I. G., Contractor shall be paid at a rate of \$1.16 per minute, for an average of twelve thousand nine hundred thirty-one (12,931) minutes per fiscal year, not to exceed twenty-five thousand eight hundred sixty-two (25,862) minutes for FY 2002-03 and 2003-04, not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000) per fiscal year or a total of THIRTY THOUSAND DOLLARS (\$30,000) for FY 2002-03 and FY 2003-04.
  2. Contractor shall only be reimbursed for minutes worked by direct services staff. The cost of providing supervisory and administrative support is included in the ONE DOLLAR AND SIXTEEN CENTS (\$1.16) per minute rate.
  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.E.1, it is agreed the rate will be changed to the SMA. In no event shall the compensation rate for TBS services exceed the SMA.
- F. In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed FIVE HUNDRED TWENTY-THREE THOUSAND NINE HUNDRED FORTY-THREE DOLLARS (\$523,943).

- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County 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 H above.
- M. 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.
- N. 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

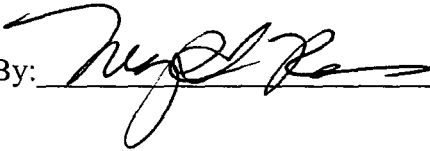
the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

- O. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of the contract year."

SAN MATEO COUNTY

EGDEWOOD CENTER FOR CHILDREN  
AND FAMILIES

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

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

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

Date: 9/10/02 \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

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

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Edgewood Center for Children and Families
Contact Person: Nancy Rubin, Executive Director
Address: 1801 Vincente Street
San Francisco, CA 94116
Phone Number: 415-681-3211 Fax Number: 415-681-1065

II Employees

Does the Contractor have any employees? [X] Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? [X] Yes \_\_\_ No

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

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[X] 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 10th day of September, 2002, at San Francisco, CA.
(City) (State)

[Signature]
Signature
CEO
Title

Nancy Rubin
Name (Please Print)
94-1186168
Contractor Tax Identification Number

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: May 22, 2002

TO: Priscilla Morse, Risk Management/Insurance Division

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

CONTRACTOR: Edgewood Center for Children and Families

DO THEY TRAVEL:

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC):

COVERAGE:

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

APPROVE X WAIVE \_\_\_\_\_ MODIFY \_\_\_\_\_

REMARKS/COMMENTS:

Priscilla Morse  
SIGNATURE

**ACORD CERTIFICATE OF LIABILITY INSURANCE** CSR CL  
EDGEW-2 DATE (MM/DD/YY)  
02/25/0

**PRODUCER**  
 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.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
 Edgewood Center for Children  
 and Families  
 1801 Vicente Street  
 San Francisco CA 94116

INSURER A: Riverport Ins. Companies of CA  
 INSURER B: Fireman's Fund Insurance  
 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  | RP0001445               | 03/01/02                         | 03/01/03                          | EACH OCCURRENCE \$ 1,000,000                     |  |
|   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |                         |                                  |                                   | 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"/> Profession. Liab.  |                         |                                  |                                   | PERSONAL & ADV INJURY \$ 1,000,000               |  |
| B   | <input checked="" type="checkbox"/> D & O  | 10,000,000 LIMIT 5K DED | 03/01/02                         | 03/01/03                          | GENERAL AGGREGATE \$ 2,000,000                   |  |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:   |                         |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 2,000,000              |  |
|   | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                         |                                  |                                   | Emp Ben. 1,000,000                               |  |
|   |  |                         |                                  |                                   |  |  |
| A   | AUTOMOBILE LIABILITY   | RP0001445               | 03/01/02                         | 03/01/03                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |  |
|   | <input checked="" type="checkbox"/> ANY AUTO   |                         |                                  |                                   | BODILY INJURY (Per person) \$                    |  |
|   | <input type="checkbox"/> ALL OWNED AUTOS   |                         |                                  |                                   | BODILY INJURY (Per accident) \$                  |  |
|   | <input checked="" type="checkbox"/> HIRED AUTOS  |                         |                                  |                                   | PROPERTY DAMAGE (Per accident) \$                |  |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS |  |                         |                                  |                                   |  |  |
| GARAGE LIABILITY                                    |  |                         |                                  |                                   | AUTO ONLY - EA ACCIDENT \$                       |  |
| <input type="checkbox"/> ANY AUTO                   |  |                         |                                  | OTHER THAN EA ACC \$              |  |  |
|   |  |                         |                                  |                                   | AUTO ONLY: AGG \$                                |  |
| A   | EXCESS LIABILITY   | RPX001446               | 03/01/02                         | 03/01/03                          | EACH OCCURRENCE \$ 5,000,000                     |  |
|   | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                           |                         |                                  |                                   | AGGREGATE \$ 5,000,000                           |  |
|   | <input type="checkbox"/> DEDUCTIBLE  |                         |                                  |                                   | \$   |  |
|   | <input type="checkbox"/> RETENTION \$  |                         |                                  |                                   | \$   |  |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY       |  |                         |                                  |                                   | WC STATUTORY LIMITS OTHER                        |  |
|   |  |                         |                                  |                                   | E.L. EACH ACCIDENT \$                            |  |
|   |  |                         |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$                    |  |
|   |  |                         |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$                   |  |
| OTHER   |  |                         |                                  |                                   |  |  |
| Loss Payee:   |  |                         |                                  |                                   | Limit 250,000                                    |  |
| A   | Fidelity Bond**  | RP0001445               | 03/01/02                         | 03/01/03                          | Deductible 1,000                                 |  |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 \*\* 10 days notice of cancellation for non-payment of premium. D&O  
 Limit: \$10,000,000 w/\$5000. dedl.  
 Health Service Contract.

|   |  |  |
|---|--|--|
| <b>CERTIFICATE HOLDER</b>   | <b>ADDITIONAL INSURED; INSURER LETTER:</b> | <b>CANCELLATION</b>  |
| San Mateo County Mental Health<br>Mary Vozikes<br>225-37th Avenue<br>San Mateo CA 94403 | SANMA-4                                    | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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  |

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
3/26/02

**PRODUCER**

Acordia of CA Ins. Services  
CA License# 0352275  
525 Market St., Suite 2200  
San Francisco, CA 94105

415-541-7900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, ALTER THE COVERAGE AFFORDED BY THE POLICIES BELONGING TO THE INSURED.

**COMPANIES AFFORDING COVERAGE**

COMPANY A Villanova Insurance Company

COMPANY B

COMPANY C

COMPANY D

**INSURED**

Edgewood Center for Children and Families  
1801 Vicente Street  
San Francisco CA 94116

**COVERAGES**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|--------|--|---------------|----------------------------------|-----------------------------------|---|
|        | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT                             |               |                                  |                                   | GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>PERSONAL & ADV INJURY \$<br>EACH OCCURRENCE \$<br>FIRE DAMAGE (Any one fire) \$<br>MED EXP (Any one person) \$ |
|        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |               |                                  |                                   | COMBINED SINGLE LIMIT \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$  |
|        | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY:<br>EACH ACCIDENT \$<br>AGGREGATE \$   |
|        | <b>EXCESS LIABILITY</b><br><input type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM   |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| A      | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL  | WC11529260    | 3/01/02                          | 3/01/03                           | X WC STATUTORY LIMITS OTH-ER<br>EL EACH ACCIDENT \$<br>EL DISEASE - POLICY LIMIT \$<br>EL DISEASE - EA EMPLOYEE \$  |
|        | OTHER  |               |                                  |                                   |   |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

**CERTIFICATE HOLDER**

San Mateo County Mental Health  
Mary Vozikes  
225 West 37th Avenue  
San Mateo, CA 94403

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LISTED ADDRESS BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE