

SECOND AMENDMENT TO THE AGREEMENT WITH  
YOUTH AND FAMILY ASSISTANCE

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and YOUTH AND FAMILY ASSISTANCE (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, on December 18, 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, on December 17, 2002, the parties hereto entered into an Amendment (hereinafter referred to as the "Original Amendment") to extend the term of mental health services; and

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

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

1. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby deleted and replaced with the following:

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 SIX HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED FORTY-TWO DOLLARS (\$649,842) for the contract term.

2. Section 4, Hold Harmless, of the Original Agreement is hereby deleted and replaced with the following:

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 sanction, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability act of 1996 (HIPPA) and all Federal regulations promulgated thereunder, as amendment, or (E) 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.

3. Schedule A of the Original Agreement is hereby deleted and replaced with Schedule A attached hereto.

4. Schedule B of the Original Agreement is hereby deleted and replaced with Schedule B attached hereto.

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

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

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

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

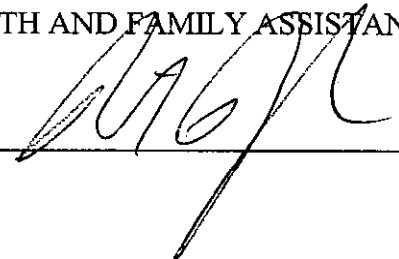
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Original Agreement of December 17, 2002, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

YOUTH AND FAMILY ASSISTANCE

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, San Mateo County

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

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

Date: 7/16/03

ATTEST:

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

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

## SCHEDULE A

### YOUTH AND FAMILY ASSISTANCE: 2001-04

#### I. PROGRAM SERVICES

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

##### A. Mental Health Services

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

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

- a. Services shall be divided into three (3) components:

- 1) Camp Glenwood - nineteen (19) hours or one thousand one hundred forty (1,140) minutes of service per week. Contract maximum is five hundred thirteen (513) hours or thirty thousand seven hundred eighty (30,780) minutes.
- 2) Glenwood East and Therapeutic Detention - twenty-one and one half (21.5) hours or one thousand two hundred ninety (1,290) minutes of service per week. Contract maximum is five hundred eighty (580) hours and thirty (30) minutes or thirty-four thousand eight hundred and thirty (34,830) minutes.
- 3) Girls Unit - twenty-one and one half (21.5) hours or one thousand two hundred ninety (1,290) minutes of service per week. Contract maximum is five hundred eighty (580) hours and thirty (30) minutes or thirty-four thousand eight hundred and thirty (34,830) minutes.

- b. Space shall be provided by Juvenile Probation Institution and the Hillcrest Mental Health Unit.

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

Contractor shall provide substance abuse outpatient services to children and youth residing at the Receiving Home. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program, and clients known to be indigent, for whom County has assumed responsibility.

- a. Services shall include individual and group services.
  - b. Services do not require preauthorization.
  - c. Contractor shall maintain individual client notes for each service provided and maintain group attendance records. Client notes and attendance records shall be given to the Child Welfare Team member for inclusion in County mental health chart.
  - d. County Mental Health staff shall complete all (MIS) admission, face sheet, and discharge records on youth obtaining above services.
  - e. Contractor shall only be reimbursed for actual units of service provided.
3. Insights Program - Children's Receiving Home (July 1, 2002 – June 30, 2004)

Contractor shall provide substance abuse outpatient services to children and youth residing at the Receiving Home. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the

Healthy Families Program, and clients known to be indigent, for whom County has assumed responsibility.

- a. Services shall include individual and group services.
- b. Services do not require preauthorization.
- c. Contractor shall maintain individual client notes for each service provided and maintain group attendance records. Client notes and attendance records shall be given to the Child Welfare Team member for inclusion in County mental health chart.
- d. County Mental Health staff shall complete all (MIS) admission, face sheet, and discharge records on youth obtaining above services.
- e. Services shall be monitored by the Child Welfare Mental Health Unit Chief.
- f. Contractor shall provide the Mental Health Services Division with monthly reports on client demographics and program activities.

4. Mental Health Services (Authorized by the Mental Health Plan (MHP) (July 1, 2001 – June 30, 2004)

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

Contractor shall provide dual-diagnosis outpatient services to children, youth and their families or caregivers under the MHP. Family treatment mental health services shall be provided to this population. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program, and clients known to be indigent, for whom the MHP has assumed responsibility. Contractor's services shall be accessible countywide. The number of clients referred shall depend on service demand.

- a. All clients shall be authorized for service by the Mental Health Services Division's ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.
- b. After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of the assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.

c. Services shall be available in English, Spanish, and Cantonese and shall include the following:

- 1) Assessment services.
- 2) Treatment services.
  - a) Brief individual, family, and group therapy.
  - b) Collateral services, including contact with family and other significant service providers.

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

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

6. Girls' Juvenile Drug Court Expansion Program (February 1, 2003 – June 30, 2004)

- a. Services shall be available in English and Spanish and shall include the following:
- 1) screening and assessment services;
  - 2) medication assessment;
  - 3) treatment services;
    - a) brief individual, family, and group therapy;
    - b) collateral services, including contact with family and other significant service providers; and
    - c) medication management.

4) Reimbursement shall be made only for Medi-Cal reimbursable services provided to Medi-Cal beneficiaries.

7. Services rendered shall be under the supervision of Mental Health Director, who may specify the kind, quality and amount of the services and criteria, other than those set forth herein, for determining the persons to be served.

8. Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday; or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

B. Hospital and Clinics Services - Homeless Teen Health Care Services (July 1, 2001 through October 31, 2002)

1. Health Care for the Homeless Program (HCH)

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

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

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



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

## 2. HCH Multi-Service Center Services

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

- a. Operate the RCYHC, a teen multi-service center located in the Redwood City business district where homeless/runaway teens congregate. Provide health-related services and other services that meet the needs of this population.
- b. Provide streamlined intake, benefits, referral and follow-up procedures

to avoid collecting duplicate information and minimize administrative procedures for youth before and while receiving services.

- c. Provide expanded, culturally-focused outreach emphasizing strategies to reach underserved, Latino, homeless/runaway youth.
- d. Provide drop-in services to homeless/runaway youth at the Multi-Service Center. Services shall include health information, healthy snacks, mail receipt, recreation, lockers, bilingual group counseling, and referrals to needed services.
- e. Provide group sessions at Contractor's Your House and Daybreak programs to explore a range of health issues and concerns and to get to know Multi-Service Center staff. Groups shall focus on health-related topics selected by youth.
- f. At intake, provide each teen with the Self Health Check which is reviewed by the HCH Public Health Nurse and arrange an appointment with the HCH Public Health Nurse when appropriate.

C. Business Administration Services - Youth Development Initiative (January 1, 2002 – June 30, 2003)

1. Youth Asset Development Teams

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

- a. Recruit, train, and provide technical assistance to at least twenty (20) youth who will conduct the presentations.
- b. The Search Institute 40 Developmental Assets framework will be utilized in promoting youth development in San Mateo County.
- c. Three (3) month follow up will be conducted with one hundred percent (100%) of the groups receiving presentations to offer assistance in moving the group from awareness to action in promoting youth development.
- d. Six (6) month follow up will be conducted with at least fifty percent 50% of the groups to offer additional assistance needed to move group from awareness to action in promoting youth development.

2. Youth Commission

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

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

3. Youth Development Advocate

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

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

II. GOALS AND OBJECTIVES

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

A. Mental Health Services

1. Mental Health Services to Juvenile Hall (2001-2002)

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

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

program.

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

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

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

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

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

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

2. Insights Program – Children’s Receiving Home (2001-2004)

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

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

Objective 2: Contractor will increase the number of youth served in fiscal years 2002-03 and 2003-04.

3. Mental Health Services (authorized by the MHP) [2001-2004]

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

Objective 1: At least fifty percent (50%) of clients who completed at least ten (10) sessions will report a reduction in substance use three (3) months after completing treatment.

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

Objective 1: Eighty percent (80%) of clients served shall be satisfied with service as measured by client satisfaction survey administered by the MHP.

Goal 3: Contractor shall develop a family-professional partnership for all child and youth services.

Objective 1: In at least eighty percent (80%) of cases, parents or other caregivers shall be involved in developing and carrying out the intervention plan involving their children.

4. Juvenile Delinquency Diversion Spanish-Speaking Outreach (2001-2002)

Goal 1: To prevent further contact with juvenile justice system for first (1<sup>st</sup>) time youth offenders referred to diversion program.

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

Objective 2: Upon exit from the program, one hundred percent (100%) of youth and families served will report being involved in developing their service plans.

Objective 3: Ninety percent (90%) of youth served will remain free of arrests for six (6) months following completion of the program.

5. Girls' Juvenile Drug Court Expansion Program (2002-2004)

Goal 1: Participants will stabilize in the community upon receipt of through the Girls' Juvenile Drug Court Expansion Program.

Objective: Program participants will reduce utilization of Psychiatric Emergency Services and psychiatric hospitalization by 10%.

B. Hospitals and Clinics (July 1, 2001 – October 31, 2002)

1. Homeless Teen Health Care Services

Goal 1: Contractor shall provide mental health and substance abuse services to youth in the Health Care for Homeless Teens program.

Objective 1: At least two hundred twenty-five (225) homeless youth shall participate in mental health and/or substance abuse

programs.

Goal 2: Contractor shall provide health education to youth in the Healthcare for Homeless Teens program.

Objective 1: At least five hundred (500) homeless youth shall participate in health education programs.

C. Youth Development Initiative (January 1, 2002 – June 30, 2003)

1. Youth Development Teams

Goal 1: Contractor shall improve the external and internal assets of Youth Development Team (YDT) members.

Objective 1: At least eighty-five percent (85%) of YDT members will report an improvement in the following external assets as a result of their participation in the program: community values youth, youth as resources, and adults as role models, as indicated by an exit interview at the end of the YDT's term.

Objective 2: At least eighty-five percent (85%) of the YDT members will report an improvement in the following internal assets as a result of their participation in the program: responsibility, sense of purpose and self esteem, as indicated by an exit interview at the end of the YDT's term.

Goal 2: Groups which receive YDT presentations will implement activities to promote youth development.

Objective 1: At least twenty-five percent (25%) of groups hosting YDT presentations will report an increase in activities that promote youth development principles six (6) months after the presentations.

2. Youth Commission

Goal 1: Contractor shall improve the external and internal assets on Youth Commission members.

Objective 1: At least eighty-five percent (85%) of YDT members will report an improvement in the following external assets as a result of their participation in the program: community values youth, youth as resources, and adults as role models, as indicated by an exit interview at the end of the Youth Commission term.

Objective 2: At least eighty-five percent (85%) of the YDT members will report an improvement in the following internal assets as a result of their participation in the program: responsibility, sense of purpose and self esteem, as indicated by an exit interview at the end of the Youth Commission term.

Goal 2: Adult Commissioners will become more aware of issues facing youth and use their gained knowledge in decision-making processes on issues that affect youth and families.

Objective 1: At least eighty-five percent (85%) of Adult Commissioners will report being more aware of issues facing youth at the end of the Youth Commission term as indicated by an exit survey completed at the end of the Youth Commission term

Objective 2: At least sixty-five percent (65%) of adult Commissioners will report using their gained awareness in decision-making processes regarding issues that affect youth and families, as indicated by surveys completed at the end of the Youth Commission term.

Goal 3: Participation in the program will encourage youth to continue their involvement in community service.

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

D. All Programs (2001-2004)

Goal 1: Contractor shall enhance programs' cultural competence.

Objective 1: Contractor shall document that staff from each program have completed two (2) cultural competency trainings which are designed to meet the needs of their specific programs.

III. GOVERNANCE AND OPERATIONAL REQUIREMENTS

A. Hospitals and Clinics

1. Homeless Teen and Health Care Services

Contractor shall hire and provide a qualified manager for the RCYHC

who shall:

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



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

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

#### IV. REPORTING REQUIREMENTS

##### A. Hospital and Clinics - Homeless Teen Health Care Services

- 1. Contractor shall submit the following reports to the County by the 10<sup>th</sup> day after the end of each month:
  - a. Contractor's monthly invoice for homeless services;
  - b. the monthly HCH Demographics FY 1999-00 and FY 2000-01 Report describing the demographics of new users;
  - c. the HCH monthly report on Grant Data Collection;
  - d. the HCH monthly report on User Characteristics;
  - e. the HCH monthly report on Current Services Provided; and
  - f. the HCH monthly report on Diagnosis and Conditions.

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

month.

B. Youth Development Initiative

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

SCHEDULE B

YOUTH AND FAMILY ASSISTANCE: 2001-2004

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 2A of this Agreement, County shall pay Contractor in the manner described below:

A. Mental Health Services (San Mateo County Org. #61100)

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

Contractor shall receive a maximum amount of FORTY-FIVE THOUSAND FIVE HUNDRED AND NINETY-THREE DOLLARS AND SEVENTY-TWO CENTS (\$45,594) for the Substance Abuse Program. Contractor shall be reimbursed the net cost of providing the herein described programs as outlined in Schedule A, Section I.A.1. County shall pay Contractor at a rate of FORTY-FIVE CENTS (\$.45) per minute for each unit of service provided.

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

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ELEVEN THOUSAND FIVE HUNDRED DOLLARS (\$11,500).

a. Treatment Services (non-MD)

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

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

3. Insights Program – Children's Receiving Home (July 1, 2002 – June 30, 2004)

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of TWENTY-THREE THOUSAND DOLLARS (\$23,000).

a. Treatment Services (non-MD)

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

	<u>2002-03</u>	<u>2003-04</u>
Individual Therapy (per session)	\$54.08	\$55.70
Group Therapy (per person, per session)	\$17.30	\$17.82

4. Mental Health Services (Authorized by the MHP) (July 1, 2001 – June 30, 2004)

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) for services provided under Schedule A, Section I.A.4. of this Agreement.

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.

b. Treatment Services (non-MD)

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

	<u>2001-2002</u>	<u>2002-2003</u>	<u>2003-2004</u>
Assessment (per case)	\$111.30	\$114.64	\$118.08
Individual Therapy (per session)	\$52.50	\$54.08	\$55.70
Group Therapy (per person, per session)	\$16.80	\$17.30	\$17.82
Family Therapy (per hour; includes all members)	\$63.00	\$64.89	\$66.84
Clinical Consultation (telephone/15 minutes)	\$10.50	\$10.82	\$11.14

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

Contractor shall be reimbursed the net cost of providing the herein described program as outlined in Schedule A, Section I.A.5. County shall pay Contractor at a rate of one-twelfth (1/12) of the total obligation per month for the term of this Agreement unless otherwise authorized by the Director. Thus Contractor shall receive THREE THOUSAND THREE HUNDRED FORTY DOLLARS (\$3,340) per month from July 1, 2001 through June 30, 2002, not to exceed a total of FORTY THOUSAND EIGHTY DOLLARS (\$40,080).

6. Girls' Juvenile Drug Court Expansion Program (February 1, 2003 – June 30, 2004)

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FORTY THOUSAND DOLLARS (\$40,000) for services provided under Schedule A, Section I.A.6. of this Agreement. Payment for the period of February 1, 2003 through June 30, 2003 shall not exceed EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$8,333). Payment for the period of July 1, 2003 through June 30, 2004 shall not exceed THIRTY-ONE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS (\$31,667).

- a. Expanded Screening/Assessment Services (non-MD)

An assessment shall consist of at least one (1) face-to-face visit and be conducted by a licensed, waived, or registered mental health professional. The assessment shall include initial phone contact to schedule an intake evaluation; behavior/history checklists mailed to caregiver and teacher; phone consultation with teacher; and review of behavior/history checklists.

Screening/Assessment Services      \$128.75 per  
assessment

- b. Psychological Assessment/Testing Services (Ph.D.)

An evaluation shall consist of individual sessions; scoring of tests; written report and case conference; and classroom observation using structured observation tools; totaling approximately nine (9) hours of service and be conducted by a licensed psychologist. Payment will be made upon receipt of completed psychological assessment.

Psychological Assessment              \$437.75 per  
evaluation

c. Medication Assessment (MD)

A medication assessment shall consist of at least one (1) face-to-face visit and be conducted by a licensed physician (psychiatrist).

Medication Assessment	<u>2002-03</u> \$114.64 per assessment	<u>2003-04</u> \$118.08 per assessment
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d. Treatment Services

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. Medication management shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist). Rate of payment shall be as follows:

	<u>2002-03</u>	<u>2003-04</u>
Assessment (per case)	\$128.75	\$132.61
Psychological Testing Package	\$437.75	\$450.88
Individual Therapy (per session)	\$54.08	\$55.70
Group Therapy (per person, per session)	\$17.30	\$17.82
Family Therapy (per hour; includes all members)	\$64.89	\$66.84
Medication Assessment (per case)	\$114.64	\$118.08
Medication Management (per session)	\$45.42	\$46.78
Clinical Consultation (Telephone per 15 minutes)	\$10.82	\$11.14

7. In any event, the maximum amount County shall be obligated to pay for services rendered under this section of this Agreement shall not exceed TWO HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED SEVENTY-FOUR DOLLARS (\$235,174).
8. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day each month for the preceding month. All claims shall clearly reflect the program and month for which claim is made.
9. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
10. In the event this Agreement is terminated or becomes null and void prior to January 6, 2001 (Substance Abuse Program), June 30, 2002 (Insights and Juvenile Delinquency Programs), June 30, 2004 (Mental Health Services – Mental Health Plan, Girls' Juvenile Drug Court Expansion Program),

Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Director.

11. 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.
  12. 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.
  13. 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 6 above.
  14. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to the Contractor under this Agreement or any other agreement.
  15. Contractor shall submit to County the Cultural Composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of the contract year.
  16. It is projected that Contractor shall generate the following level of federal share Medi-Cal reimbursement: SEVENTEEN THOUSAND TWO HUNDRED DOLLARS (\$17,200).
- B. Hospital and Clinics Services – Homeless Teen Health Care (San Mateo County Org. #66312) (July 1, 2001 – October 31, 2002)

In consideration of the services described in Schedule A, Homeless Teen Health



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

1. County may withhold all or part of Contractor's total monthly payment if Contractor repeatedly does not submit on time any of the following satisfactorily completed documents, as directed by County. This applies regardless of the Agreement period from which their data come or to which their data refer. County shall inform Contractor in writing when County intends to withhold payments to Contractor when County determines that the quality or quantity of work performed/submitted is unacceptable.
  - a. Contractor's quarterly invoice for homeless services;
  - b. the monthly HCH Demographics FY 2001-02 and FY 2002-03 Report describing the demographics of new users;
2. When County plans not to renew an agreement in the following fiscal year or when County plans to terminate this Agreement early, County may withhold all or part of Contractor's final payment until:
  - a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of said reports, including the final Cost Report; and
  - b. Federal, state, or county government completes any audit that has been commissioned or is underway and submits the audit report, and county has reviewed said audit report.
3. Services provided in excess of the maximum financial obligation of County shall be solely at Contractor's risk and financial responsibility.
4. Total obligations pursuant to Homeless Teen Health Care services described in Schedule A are payable in sixteen (16) equal monthly installments of NINE THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS (\$9,348) for the period July 1, 2001 through October 31, 2002, and shall not exceed ONE HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS (\$149,568).
5. For mental health services to homeless clients, County shall pay for the percentage of time that Contractor's counselors engage in homeless encounters. For administrative services, County shall pay for the percentage of mental health homeless encounters and percentage of medical homeless encounters. Homeless encounters shall be paid for by HCH grant monies. These encounter numbers shall be included in the invoice sub-

mitted monthly to County.

6. Spring 2002, the Health Care for the Homeless Program will be issuing a Request for Proposal (RFP) for health care services. The results of the RFP process may impact the funding allocated to Youth and Family Assistance beginning November 1, 2002 through June 30, 2003.
7. Invoices for HCH Program services shall be submitted as follows:

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

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

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

- D. County may withhold all or part of Contractor's total payment if the Director of Health Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Schedule A.
  1. County shall give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
  2. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately upon County's written notice with justification to Contractor.
- E. The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 2.A. on page 2 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than SIX HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED AND FORTY-TWO DOLLARS (\$649,842).
- F. Spring 2002, the Health Care for the Homeless Program will be issuing a Request

for Proposal (RFP) for health care services. The results of the RFP process may impact the funding allocated to Youth and Family Assistance beginning November 1, 2002 through June 30, 2003.

ATTACHMENT III

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

I. PERSONNEL EXPENSES

Salaries

Program Director (1.0 FTE)	\$ 26,052
Administrative Assistant	<u>\$ 6,394</u>
Total Salaries	\$ 32,446

Fringe Benefits @ approx. 16% of Total Costs	<u>\$ 5,192</u>
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TOTAL PERSONNEL COSTS	\$ 37,638
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II. OPERATING EXPENSES

1. Youth Commission Trainings	\$ 4,000
2. Youth Commission Stipends	\$ 10,000
3. Youth Development Team Trainings	\$ 1,000
4. Youth Development Team Stipends	\$ 12,500
5. Telephone	\$ 1,000
6. Rent	\$ 16,273
7. Office Supplies	\$ 2,600
8. Printing	\$ 1,200
9. Postage	\$ 600
10. Equipment Rental	\$ 600
11. Mileage	\$ 700
12. Training/conferences	\$ 3,225
13. Evaluation	\$ 10,000

OTHER COSTS	\$ -
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TOTAL DIRECT EXPENSES	\$101,336
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INDIRECT COSTS (10% of Total Personnel Costs)	\$ 3,764
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TOTAL BUDGET EXPENSES	\$105,100
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YOUTH AND FAMILY ASSISTANCE: 2002-2003  
BUDGET FY 2002-2003

I. PERSONNEL EXPENSES

Salaries

Program Director (1.0 FTE)	\$ 57,750
Administrative Assistant	<u>\$ 14,175</u>
Total Salaries	<u>\$ 71,925</u>

Fringe Benefits @ approx. 16% of Total Costs	<u>\$ 11,530</u>
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TOTAL PERSONNEL COSTS	\$ 83,455
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II. OPERATING EXPENSES

1. Youth Commission Trainings	\$ 4,200
2. Youth Commission Stipends	\$ 10,000
3. Youth Development Team Trainings	\$ 4,750
4. Youth Development Team Stipends	\$ 12,500
5. Telephone	\$ 1,200
6. Rent	\$ 20,800
7. Office Supplies	\$ 1,000
8. Printing	\$ 1,000
9. Postage	\$ 600
10. Equipment Rental	\$ 600
11. Mileage	\$ 825
12. Training/conferences	\$ 3,225
13. Evaluation	\$ 7,500

OTHER COSTS	\$ -
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TOTAL DIRECT EXPENSES	\$151,655
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INDIRECT COSTS (10% of Total Personnel Costs)	\$ 8,345
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TOTAL BUDGET EXPENSES	\$160,000
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SAN MATEO COUNTY  
MEMORANDUM

DATE: July 14, 2003  
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163  
FROM: Natalie Roselli FAX: 573-2116 PONY: HLT312  
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Youth and Family Assistance (Second Amendment)

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: Over 15

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

The amendment to the existing YFA agreement will add Medi-Cal funded mental health services in the Girls' Juvenile Drug Court Expansion program. Further details attached.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse 7-14-03  
Risk Management Signature Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JS  
YOUTH-5  
DATE 07/01/02

**PRODUCER**  
(MP) Heffernan Insurance Brkrs  
855 Oak Grove Avenue, #100  
Menlo Park CA 94025-4455  
Phone: 650-328-1400 Fax: 650-853-3881

**INSURED**  
Youth & Family Assistance  
609 Price Avenue, #205  
Redwood City CA 94063

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**

INSURER A: General Ins Co of America  
INSURER B: First Natl ins. Co. of Amer.  
INSURER C: Phoenix Assurance Co. of NY  
INSURER D: Safco Surplus Lines Ins. Co.  
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	CP7757378H	07/01/02	07/01/03	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 200000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COMP/OP AGG \$ 2000000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	BA7757378C	07/01/02	07/01/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO					OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS LIABILITY					EACH OCCURRENCE \$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE \$
<input type="checkbox"/> DEDUCTIBLE					\$
RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ECF108305	07/01/02	07/01/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1000000
					E.L. DISEASE - EA EMPLOYEE \$ 1000000
					E.L. DISEASE - POLICY LIMIT \$ 1000000
D	OTHER	LP7757378H	07/01/02	07/01/03	Per Occur 1000000
	Prof Liability				Aggregate 2000000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Certificate Holder is named as Additional Insured as respects to services provided by the Named Insured. \*10 Day Notice of Cancellation for non-payment of premium.

*Verified by 8/1/02*

<b>CERTIFICATE HOLDER</b>	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: <u>A</u>	<b>CANCELLATION</b>
County of San Mateo Attn: Mary Vozrkes Mental Health Division 225 37th Avenue San Mateo, CA 94403	COUNT00	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAY NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

AMENDMENT TO THE AGREEMENT WITH  
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.

THIS AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC. (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:

1. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby deleted and replaced with the following:

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 EIGHT HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS (\$1,858,672) for the contract term.

2. Section 4, Hold Harmless, of the Original Agreement is hereby deleted and replaced with the following:

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 sanction, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability act of 1996 (HIPPA) and all Federal regulations promulgated thereunder, as amendment, or (E) 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.

3. Schedule A of the Original Agreement is hereby deleted and replaced with Schedule A attached hereto.

4. Schedule B of the Original Agreement is hereby deleted and replaced with Schedule B attached hereto.

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

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

2. All provisions of the Original Agreement, including all references to audit and

fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

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

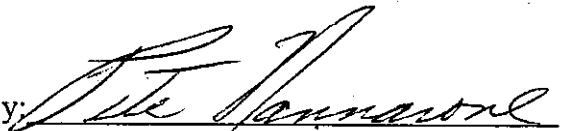
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of September 25, 2001, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

FAMILY AND COMMUNITY  
ENRICHMENT SERVICES, INC.

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, San Mateo County

By:   
INTERIM DIRECTOR

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

Date: 6-26-03

ATTEST:

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

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

## SCHEDULE A

### FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.: 2001-04

#### SERVICES

##### I. Prenatal-to-Three Mental Health Services (July 1, 2001 - June 30, 2003)

Contractor shall provide mental health services to Medi-Cal-eligible infants and their families identified by the Prenatal-to-Three Program of Health Services. This program shall attempt to prevent or ameliorate social, emotional and/or developmental problems by addressing at-risk factors such as lack of parent-infant bonding, domestic violence, parent/caregiver with mental health problems, substance abuse, or other behavior-related stressors. 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. For each of the two years, July 1, 2001 through June 30, 2002, and July 1, 2002 through June 30, 2003, Contractor shall serve up to one hundred thirty (130) families. Of these, approximately twenty-five percent (25%) of the families shall need continuing services beyond the six (6) month period.

Contractor shall provide up to one hundred sixty-eight thousand four hundred sixty-two (168,462) minutes of service for each year of the contract term.

- B. Participants of the program shall receive parent-infant interaction and support services and/or substance abuse intervention services, dependent upon the referral and the assessment and the needs or goals identified by the parent(s) or caregiver(s). All program activities shall be available in English and Spanish. Services shall include:

1. assessment;
2. individual therapy;
3. group therapy/counseling;
4. family intervention and collateral services, and psychoeducational support;
5. crisis intervention;
6. case management and home visits; and
7. family centered interagency collaboration.

- C. All infants considered "mid-risk," as defined by relevant disciplines, shall be

referred to Contractor primarily by the Public Health Nurse of the Prenatal-to-Three Initiative. Other referrals may be made by the Prenatal-to-Three Mental Health Team, the Prenatal Addiction Specialists, and the Prenatal-to-Three Community Worker.

- D. Contractor shall screen all families referred to this program within five (5) working days to determine whether they have ongoing mental health needs at a mid-risk level. Families with high-risk needs (e.g., mothers with serious mental illness) shall be referred to the Prenatal-to-Three Mental Health Team within San Mateo County Mental Health Services Division. Families with low-risk or no mental health needs shall be referred back to the referring team and/or be referred to Contractor's community worker.
- E. Contractor shall act as Care Coordinator and adhere to all administrative and Quality Improvement requirements as specified in the Mental Health Plan (MHP) Training Manual.
- F. Contractor shall participate in case review, as scheduled by the Prenatal-to-Three Mental Health Team leader, to assure that families served by Contractor are mid-risk families.
- G. Contractor shall notify Mental Health Services Administration/Management Information Services by fax within five (5) working days of client discharge.

II. Mental Health Services (authorized by the MHP) [July 1, 2001 - June 30, 2004]

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

Contractor shall provide services in a multidisciplinary clinic structure for San Mateo County children and adolescents with known or suspected Attention Deficit Hyperactivity Disorder. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program, and clients known to be indigent for whom the MHP has assumed responsibility. Services may be provided at a public school site or at Contractor's offices. The number of clients referred will depend on service demand.

- A. All clients shall be authorized for service by Mental Health Services Division's ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.
- B. Clients shall receive an initial screening/assessment within five (5) working days of authorization. After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.
- C. Services shall be available in English and Spanish and shall include the following:

1. screening and assessment services;
2. medication assessment;
3. treatment services;
  - a. brief individual, family, and group therapy;
  - b. collateral services, including contact with family and other significant service providers; and
  - c. medication management.

III. Girls' Juvenile Drug Court Expansion Program (February 1, 2003 – June 30, 2004)

Services shall be available in English and Spanish and shall include the following:

1. screening and assessment services;
2. medication assessment;
3. treatment services;
  - a. brief individual, family, and group therapy;
  - b. collateral services, including contact with family and other significant service providers; and
  - c. medication management.
4. Reimbursement shall be made only for Medi-Cal reimbursable services provided to Medi-Cal beneficiaries.

IV. Administrative Requirements

A. All Services

1. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including assessment and service plans, and progress notes).
2. Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's

eighteenth (18<sup>th</sup>) birthday, or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

V. Goals and Objectives

A. Prenatal-to-Three Mental Health Services

Goal 1: All clients will be given an opportunity to respond to a client satisfaction survey upon discharge or at twelve (12) months of receiving services.

Objective: Ninety percent (90%) of clients responding shall be satisfied with service as measured by satisfaction instrument.

Goal 2: Contractor will provide services that enhance parental functioning.

Objective: At least fifty percent (50%) of parents served shall show improvement in functioning after receiving treatment services as measured by the Parental Level of Functioning instrument.

Goal 3: Contractor shall help families maintain infants in their homes.

Objective: No more than ten percent (10%) of the infants served shall be removed for child protective service reasons.

B. Mental Health Services (authorized by MHP)

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

Objective: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit 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 MHP.

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

C. Girls' Juvenile Drug Court Expansion Program

Goal 1: Participants will stabilize in the community upon receipt of through the Girls' Juvenile Drug Court Expansion Program.

Objective: Program participants will reduce utilization of Psychiatric Emergency Services and psychiatric hospitalization by 10%.

D. All Services

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

Objective: Contractor shall receive at least one (1) training in some aspect of cultural competency or diversity for each year of the contract term.

Goal 2: Contractor shall develop a family-professional partnership.

Objective: Parent or other caregivers shall be involved one hundred percent (100%) of the time in developing the treatment plan of their child to the extent that they are capable and that it is clinically appropriate.

VI. Prenatal-to-Three Initiative Community Worker Services (July 1, 2001 - June 30, 2004)

Contractor agrees to the following scope of work in relationship to Contractor's acceptance of the Prenatal to Three Initiative Community Worker Request for Proposals.

- A. The community workers shall be employees of Contractor. There shall be no employer/employee relationship between County and the community workers. Contractor shall provide a total of five (5) community workers between July 1, 2001 and June 30, 2004. If County determines that County does not want to use the services of a particular community worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for such community worker's services shall be limited to the hours actually worked by that community worker.
- B. The five (5) community workers shall be assigned to locations determined by the County.
- C. Contractor shall provide staff supervision, including supervision regarding work performance and conduct on the job.
- D. Contractor's project manager shall meet with the community workers at least once a month.
- E. Contractor shall provide the community workers with an extensive orientation to Contractor's organization to help them become familiar with policies, procedures, and forms used by staff members.
- F. All community workers shall be fully functioning members of the Prenatal-to-Three Initiative. County shall be responsible for the assignment of families, caseload, case management, group facilitation, and training pertaining to the daily job functions of the community workers.
- G. County shall provide the case management forms and other forms needed and used by the community workers in relation to their job description.

H. Compliance with Medi-Cal Administrative Activity Requirements: Contractor agrees to comply with State Department of Health Services (DHS) regulations and policies regarding Medicaid Administrative Activities as outlined in the Agreement between DHS and the local government agency, namely County.



## SCHEDULE B

### FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.: 2001-04

#### 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:

I. Prenatal-to-Three Mental Health Services (July 1, 2001 - June 30, 2003)

A. Maximum Obligation

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 EIGHTY-NINE THOUSAND TWENTY-SEVEN DOLLARS (\$489,027) for services provided under Schedule A, Section I, of this Agreement for the period of July 1, 2001 through June 30, 2003.

1. From July 1, 2001 through June 30, 2002, Contractor shall be reimbursed for services provided under Schedule A of this Agreement at a rate of ONE DOLLAR FORTY-THREE CENTS (\$1.43) per minute up to a maximum of TWO HUNDRED FORTY THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$240,900.00) for a maximum total of one hundred sixty-eight thousand four hundred sixty-two (168,462) minutes of service.
2. For the second year of this Agreement, July 1, 2002 through June 30, 2003, County may negotiate a Cost of Living Adjustment (COLA). Any COLA shall be based on the Bay Area rate of inflation, program operating costs, and available County financial resources.

II. Mental Health Services, (authorized by the MHP) [July 1, 2001 through June 30, 2004]

A. Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) for services provided under Schedule A, Section II, of this Agreement.

1. Expanded Screening/Assessment Services (non-MD)

An assessment shall consist of at least one (1) face-to-face visit and be conducted by a licensed, waived, or registered mental health professional. The assessment shall include initial phone contact to schedule an intake evaluation; behavior/history checklists mailed to caregiver and teacher;

phone consultation with teacher; and review of behavior/history checklists.

Screening/Assessment Services \$125 per assessment

2. Psychological Assessment/Testing Services (Ph.D.)

An evaluation shall consist of individual sessions; scoring of tests; written report and case conference; and classroom observation using structured observation tools; totaling approximately nine (9) hours of service and be conducted by a licensed psychologist. Payment will be made upon receipt of completed psychological assessment.

Psychological Assessment \$425 per evaluation

3. Medication Assessment (MD)

A medication assessment shall consist of at least one (1) face-to-face visit and be conducted by a licensed physician (psychiatrist).

Medication Assessment	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
	\$111.30 per assessment	\$114.64 per assessment	\$118.08 per assessment

4. Treatment Services

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. Medication management shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist). Rate of payment shall be as follows:

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Assessment (per case)	\$125.00	\$128.75	\$132.61
Psychological Testing Package	\$425.00	\$437.75	\$450.88
Individual Therapy (per session)	\$52.50	\$54.08	\$55.70
Group Therapy (per person, per session)	\$16.80	\$17.30	\$17.82
Family Therapy (per hour; includes all members)	\$63.00	\$64.89	\$66.84
Medication Assessment (per case)	\$111.30	\$114.64	\$118.08
Medication Management (per session)	\$44.10	\$45.42	\$46.78
Clinical Consultation (Telephone per 15 minutes)	\$10.50	\$10.82	\$11.14

III. Girls' Juvenile Drug Court Expansion Program (February 1, 2003 – June 30, 2004)

A. Maximum Obligation

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 FORTY THOUSAND DOLLARS (\$40,000) for services provided under Schedule A, Section III, of this Agreement. Payment for the period of February 1, 2003 through June 30, 2003 shall not exceed EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$8,333). Payment for the period of July 1, 2003 through June 30, 2004 shall not exceed THIRTY-ONE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS (\$31,667).

1. Expanded Screening/Assessment Services (non-MD)

An assessment shall consist of at least one (1) face-to-face visit and be conducted by a licensed, waived, or registered mental health professional. The assessment shall include initial phone contact to schedule an intake evaluation; behavior/history checklists mailed to caregiver and teacher; phone consultation with teacher; and review of behavior/history checklists.

Screening/Assessment Services	\$128.75 per assessment
-------------------------------	----------------------------

2. Psychological Assessment/Testing Services (Ph.D.)

An evaluation shall consist of individual sessions; scoring of tests; written report and case conference; and classroom observation using structured observation tools; totaling approximately nine (9) hours of service and be conducted by a licensed psychologist. Payment will be made upon receipt of completed psychological assessment.

Psychological Assessment	\$437.75 per evaluation
--------------------------	----------------------------

3. Medication Assessment (MD)

A medication assessment shall consist of at least one (1) face-to-face visit and be conducted by a licensed physician (psychiatrist).

Medication	2002-03	2003-04
Assessment	\$114.64 per assessment	\$118.08 per assessment

4. Treatment Services

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. Medication management shall consist of at least one (1) face-to-face visit conducted by a licensed physician (psychiatrist). Rate of payment shall be as follows:

<u>2002-03</u>	<u>2003-04</u>
----------------	----------------

Assessment (per case)	\$128.75	\$132.61
Psychological Testing Package	\$437.75	\$450.88
Individual Therapy (per session)	\$54.08	\$55.70
	<u>2002-03</u>	<u>2003-04</u>
Group Therapy (per person, per session)	\$17.30	\$17.82
Family Therapy (per hour; includes all members)	\$64.89	\$66.84
Medication Assessment (per case)	\$114.64	\$118.08
Medication Management (per session)	\$45.42	\$46.78
Clinical Consultation (Telephone per 15 minutes)	\$10.82	\$11.14

IV. Prenatal-to-Three Initiative, Budget Unit #62810 (July 1, 2001 - June 30, 2004)

A. Maximum Obligation

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 TWO HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS (\$1,254,645) for services provided under Schedule A, Section V, Prenatal-to-Three Initiative of this Agreement for the period of July 1, 2001 through June 30, 2004.

Total project funding for FY 2001-02 shall not exceed FOUR HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS (\$478,982), to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement amount of FOUR HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS (\$478,982) payable at the end of each month beginning July 31, 2001:

July 31, 2001	\$39,915.17		January 31, 2002	\$39,915.17
August 31, 2001	\$39,915.17		February 28, 2002	\$39,915.17
September 30, 2001	\$39,915.17		March 31, 2002	\$39,915.17
October 31, 2001	\$39,915.17		April 30, 2002	\$39,915.17
November 30, 2001	\$39,915.17		May 31, 2002	\$39,915.17
December 31, 2001	\$39,915.17		June 30, 2002	\$39,915.13

Total project funding for FY 2002-03 shall not exceed FOUR HUNDRED NINETY-THREE THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS (\$493,351), to be used as set forth under this Agreement.

Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement amount of FOUR HUNDRED NINETY-THREE THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS (\$493,351) payable at the end of each month beginning July 31, 2002:

July 31, 2002	\$41,112.58		January 31, 2003	\$41,112.58
August 31, 2002	\$41,112.58		February 28, 2003	\$41,112.58
September 30, 2002	\$41,112.58		March 31, 2003	\$41,112.58
October 31, 2002	\$41,112.58		April 30, 2003	\$41,112.58
November 30, 2002	\$41,112.58		May 31, 2003	\$41,112.58
December 31, 2002	\$41,112.58		June 30, 2003	\$41,112.62

Total project funding for FY 2003-04 shall not exceed TWO HUNDRED EIGHTY TWO THOUSAND THREE HUNDRED TWELVE DOLLARS (\$282,312), to be used as set forth under this agreement.

Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement amount of TWO HUNDRED EIGHTY TWO THOUSAND THREE HUNDRED TWELVE DOLLARS (\$282,312) payable at the end of each month, beginning July 31, 2003.

July 31, 2003	\$23,526		January 31, 2004	\$23,526
August 31, 2003	\$23,526		February 28, 2004	\$23,526
September 30, 2003	\$23,526		March 31, 2004	\$23,526
October 31, 2003	\$23,526		April 30, 2004	\$23,526
November 30, 2003	\$23,526		May 31, 2004	\$23,526
December 31, 2003	\$23,526		June 30, 2004	\$23,526

Contractor shall provide monthly reports to County, including a brief description of the community worker's activities as outlined in this agreement.

County shall have the right to withhold payment if County determines that the quantity and quality of work performed is unacceptable.

V. In any event, the total maximum amount County shall be obligated to pay for services rendered under this entire Agreement shall not exceed ONE MILLION EIGHT HUNDRED FIFTY-EIGHT THOUSAND AND SIX HUNDRED SEVENTY-TWO DOLLARS (\$1,858,672) for the three-year contract term. (July 1, 2001 through June 30, 2004).

VI. Contractor shall bill on or before the tenth (10<sup>th</sup>) working day of each month for prior

month's services.

- VII. Claims shall be in the format specified by the Health Services Agency. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.
- VIII. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement for all mental health services provided. 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.
- IX. If County or Contractor finds that performance is inadequate, a meeting may be called by either party to discuss the causes for the performance problem; this Agreement may either be renegotiated, allowed to continue to the end of the term, or terminated pursuant to paragraph 15 of this Agreement.
- X. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- XI. Contractor shall submit to County the cultural composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of the contract year.
- XII. It is projected that Contractor will generate the following level of federal share Medi-Cal reimbursement:

Prenatal to Three Initiative Community Worker Services	\$625,000
Pre-to-Three Mental Health Services	144,540
Mental Health Services (MHP)	37,500
Girls' Juvenile Drug Court Expansion	<u>6,000</u>
	\$813,040

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Family & Community Enrichment Services
Contact Person: Peter Nannarone
Address: 610 Elm Street, #212
San Carlos, CA 94070
Phone Number: (650) 591-9623 Fax Number:

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.
[ ] 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 26th day of JUNE, 2003 at SAN MATEO, CA.
(City) (State)

Pete Nannarone
Signature

PETE NANNARONE
Name (Please Print)

INTERIM DIRECTOR
Title

[Redacted]
Contractor Tax Identification Number

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: June 18, 2003

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: John Klyver, Mental Health Services/PONY #MLH 322

CONTRACTOR: Family & Community Enrichment Services

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

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

OP ID RI  
FAMI-11

DATE (MM/DD/YYYY)  
05/05/03

**PRODUCER**  
**Chapman & Associates**  
 License #0522024  
 P. O. Box 5455  
 Pasadena CA 91117-0455  
 Phone: 626-405-8031 Fax: 626-405-0585

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.

**INSURED**  
  
**Family & Community Enrichment Svcs Inc**  
 610 Elm St Ste 212  
 San Carlos CA 94070

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Riverport Insurance Company	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

### COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	RP0003900	04/26/03	04/26/04	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
	<input checked="" type="checkbox"/> Professional Liab				PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 3000000
					PRODUCTS - COMP/OP AGG \$ 1000000
					GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY	RP0003900	04/26/03	04/26/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<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 AUTO ONLY EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

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

County of San Mateo, its officers, agents & employees are named as Additional Insured/Funding Source with respects to the operations of the Named Insured.

### CERTIFICATE HOLDER

County of San Mateo  
 Mental Health Division  
 Doreen Avery  
 225 37th Ave  
 San Mateo CA 94403

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*[Signature]*

AGREEMENT WITH YOUTH AND FAMILY ENRICHMENT SERVICES

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Youth and Family Enrichment Services, 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 Public Health 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;

WHEREAS, Youth and Family Enrichment Services is a new agency formed on July 1, 2003 through the merger of Youth and Family Assistance and Family and Community Enrichment Services; and

WHEREAS, this agreement between San Mateo County and Youth and Family Enrichment Services replaces agreements between San Mateo County and Youth and Family Assistance and Family and Community Enrichment Services;

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide substance abuse services, outpatient dual-diagnosis services as authorized by the Mental Health Plan, Community Worker services to Prenatal-to-Three Initiative, Mental Health Outpatient services for the Mental Health Plan, and

youth development services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. 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 FOUR HUNDRED EIGHTY-TWO THOUSAND ONE HUNDRED AND FOURTY-SIX DOLLARS (\$482,146) 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 sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (E) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

5. Insurance

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

Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

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

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

Such insurance shall include:

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

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

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

6. Non-Discrimination

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

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

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

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

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

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

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

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

7. Assignments and Subcontracts

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

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

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

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

8. Amendment of Agreement

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

9. Records

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

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

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and 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 Mental Health Services Division, to:  
San Mateo County  
Mental Health Services Division  
225 37th Avenue  
San Mateo, CA 94403
- 2) In the case of County Public Health Services Division, Prenatal-to-Three Program to:  
San Mateo County  
Public Health Services Division  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403
- 3) In the case of County Public Health Services Division, Youth Development Initiative to:  
  
San Mateo County  
Natalie Roselli  
225 37<sup>th</sup> Avenues  
San Mateo, CA 94403

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

- 4) In the case of Contractor, to:  
Youth and Family Enrichment Services  
610 Elm Street, Suite 212  
San Carlos, CA 94070

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. Term of the Agreement

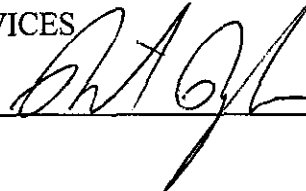
Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2003 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

YOUTH AND FAMILY ENRICHMENT  
SERVICES

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, San Mateo County

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

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

Date: 7/16/03 \_\_\_\_\_

ATTEST:

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

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

## SCHEDULE A

### YOUTH AND FAMILY ENRICHMENT SERVICES: 2003-2004

#### I. PROGRAM SERVICES

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

##### A. Mental Health Services

###### 1. Insights Program - Children's Receiving Home (July 1, 2003 – June 30, 2004)

Contractor shall provide substance abuse outpatient services to children and youth residing at the Receiving Home. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program, and clients known to be indigent, for whom County has assumed responsibility.

- a. Services shall include individual and group services.
- b. Services do not require preauthorization.
- c. Contractor shall maintain individual client notes for each service provided and maintain group attendance records. Client notes and attendance records shall be given to the Child Welfare Team member for inclusion in County mental health chart.
- d. County Mental Health staff shall complete all (MIS) admission, face sheet, and discharge records on youth obtaining above services.
- e. Services shall be monitored by the Child Welfare Mental Health Unit Chief.
- f. Contractor shall provide the Mental Health Services Division with monthly reports on client demographics and program activities.

###### 2. Mental Health Services (Authorized by the Mental Health Plan (MHP) (July 1, 2003 – June 30, 2004)

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

Contractor shall provide dual-diagnosis outpatient services to children, youth and their families or caregivers under the MHP. Family treatment mental health services shall be provided to this population. Contractor shall provide services in a

multidisciplinary clinic structure for San Mateo County children and adolescents with known or suspected Attention Deficit Hyperactivity Disorder. Services may be provided at a public school site or at Contractor's offices.

These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program, and clients known to be indigent, for whom the MHP has assumed responsibility. Contractor's services shall be accessible countywide. The number of clients referred shall depend on service demand.

- a. All clients shall be authorized for service by the Mental Health Services Division's ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.
  - b. Clients shall receive an initial screening/assessment within five (5) working days of authorization. After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of the assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.
  - c. Services shall be available in English and Spanish, and shall include the following:
    - 1) Screening and assessment services.
    - 2) Treatment services.
      - a) Brief individual, family, and group therapy.
      - b) Collateral services, including contact with family and other significant service providers; and
3. Girls' Juvenile Drug Court Expansion Program (July 1, 2003 – June 30, 2004)
- a. Services shall be available in English and Spanish and shall include the following:
    - 1) screening and assessment services;
    - 2) treatment services;
      - a) brief individual, family, and group therapy;
      - b) collateral services, including contact with family and other significant service providers; and

- 3) Reimbursement shall be only for Medi-Cal reimbursable services provided to Medi-Cal beneficiaries.
4. Services rendered shall be under the supervision of Mental Health Director, who may specify the kind, quality and amount of the services and criteria, other than those set forth herein, for determining the persons to be served.

## B. Public Health Services

### 1. Youth Development Initiative (July 1, 2003-June 30, 2004)

During the year of the contract, Contractor shall provide youth members to the county commissions, boards, and/or councils in San Mateo County. The Search Institute's 40 Development Assets framework will be utilized in promoting youth development in San Mateo County.

- a. Recruit, train, and provide oversight for at least twenty-four (24) Youth Commission members to serve one-year terms on county commissions.
- b. At least eleven (11) of the San Mateo County commissions will be matched with a team of two to three (2-3) Youth Commissioners.
- c. At least ninety percent (90%) of the commissions, boards and/or councils with Youth Commission members will assign at least one to two (1-2) adult Commissioners to serve as a mentor to the Youth Commissioners.
- d. Youth Commissioners must work with the Board on which they sit to develop and execute a project that promotes systemic change and contributes to the standardization of the 40 Developmental Assets while supporting the functions of their Board. At least eleven (11) projects must be highlighted and profiled in the media and in the community and must reach beyond a single community.
- e. Youth Commissioners will work as a group to develop and execute a project for the Youth Commission that promotes systemic change and contributes to the standardization of the 40 Developmental Assets. The County must approve this project.
- f. Each of the commissions, boards and/or councils with youth members will receive a presentation on the mission and goals of the Youth Commission.
- g. Board Commission mentors will receive specific training which will enable them to assist youth commissioners maximize their input on the Board. This will be a one-time training occurring by the end of January 2004, and will

include adult Board member mentors and Youth Commissioners. At the end of this training, each Commission should have a plan for how they will approach youth development. The training will cover:

- Youth Development Principles (40 Developmental Assets)
  - How to Mentor Youth (for adult participants)
  - How to Advocate for Youth Issues (for youth participants)
  - Youth-Inclusive Policies
  - Team Planning for Policy Change
  - Models of plans other Commissions have used for incorporating youth development as a priority.
- h. Youth Commissioners will receive youth leadership training monthly during the Youth Commission meetings. The following topics will be addressed during these trainings:
- How policies are made
  - Presenting to policy makers
  - Program planning
  - Event planning
  - Fundraising
  - Community Advocacy
  - Outreach Strategies
  - Leadership Development
  - Youth Peer Leadership
  - Group Facilitation.
- i. Youth Commissioners will be placed on at least six (6) non-profit boards. These non-profit boards may include the Childcare Coordinating Council, YMCA, TANF and YFES. Each of these boards will receive presentations as specified in item (f), above, as well as the training specified in item (g), above.
- j. Contractor shall hire and provide a qualified Youth Development Advocate who shall provide training and technical assistance to groups and communities wishing to implement youth development efforts as appropriate. This individual shall attend Coastside Youth Development Movement meetings and San Carlos Youth Development Movement meetings at least quarterly.
2. Prenatal-to-Three Initiative Community Worker Services (July 1, 2003-June 30, 2004)

Contractor agrees to the following scope of work in relationship to Contractor's acceptance of the Prenatal to Three Initiative Community Worker Request for Proposals.

- a. The community workers shall be employees of Contractor. There shall be no employer/employee relationship between County and the community workers. Contractor shall provide a total of five (5) community workers between July 1, 2003 and June 30, 2004. If County determines that County does not want to use the services of a particular community worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for such community worker's services shall be limited to the hours actually worked by that community worker.
- b. The five (5) community workers shall be assigned to locations determined by the County.
- c. Contractor shall provide staff supervision, including supervision regarding work performance and conduct on the job.
- d. Contractor's project manager shall meet with the community workers at least once a month.
- e. Contractor shall provide the community workers with an extensive orientation to Contractor's organization to help them become familiar with policies, procedures, and forms used by staff members.
- f. All community workers shall be fully functioning members of the Prenatal-to-Three Initiative. County shall be responsible for the assignment of families, caseload, case management, group facilitation, and training pertaining to the daily job functions of the community workers.
- g. County shall provide the case management forms and other forms needed and used by the community workers in relation to their job description.
- h. Compliance with Medi-Cal Administrative Activity Requirements: Contractor agrees to comply with State Department of Health Services (DHS) regulations and policies regarding Medicaid Administrative Activities as outlined in the Agreement between DHS and the local government agency, namely County.

### C. Administrative Requirements

1. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including 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 main-

tained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday, or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

## II. GOALS AND OBJECTIVES

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

### A. Mental Health Services

#### 1. Insights Program – Children's Receiving Home (2003-2004)

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

Objective 1: Contractor will increase the number of youth served in fiscal year 2003-04.

#### 2. Mental Health Services (authorized by the MHP) [2003-2004]

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 between the time of intake and a year after intake.

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

Objective 1: At least fifty percent (50%) of clients who completed at least ten (10) sessions will report a reduction in substance use three (3) months after completing treatment.

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

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

Goal 3: Contractor shall develop a family-professional partnership for all child and youth services.

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



caregivers shall be involved in developing and carrying out the intervention plan involving their children.

3. Girls Juvenile Drug Court Expansion Program (2003-2004)

Goal 1: Participants will stabilize in the community upon receipt of through the Girls Juvenile Drug Court Expansion Program.

Objective 1: Program participants will reduce utilization of Psychiatric Emergency Services and psychiatric hospitalization by 10%.

B. Public Health

1. Youth Development Initiative (2003-2004)

Goal 1: The Youth Commission shall promote systemic change that will contribute to the standardization of the 40 Developmental Assets.

Objective 1: Develop and execute one (1) project for at least eleven (11) Boards that has a Youth Commissioner. Youth Commissioners will work with the Board on which they sit to develop a project that promotes systemic change and contributes to the standardization of the 40 Developmental Assets while supporting the functions of their Board.

Objective 2: Youth Commissioners shall work as a group to develop and execute a project for the Youth Commission that promotes systemic change and advances the integration of the 40 Developmental Assets into mainstream culture. The County must approve this project.

Objective 3: Each of the projects must be highlighted and profiled in the media and in the community, and must reach beyond a single community.

Goal 2: Contractor shall improve the external and internal assets of Youth Commission members.

Objective 1: At least eighty-five percent (85%) of YDT members will report an improvement in the following external assets as a result of their participation in the program: community values youth, youth as resources, and adults as role models, as indicated by an exit interview at the end of the Youth Commission term.

- Objective 2: At least eighty-five percent (85%) of the YDT members will report an improvement in the following internal assets as a result of their participation in the program: responsibility, sense of purpose and self esteem, as indicated by an exit interview at the end of the Youth Commission term.
- Goal 3: Adult Commissioners will become more aware of issues facing youth and use their gained knowledge in decision-making processes on issues that affect youth and families.
- Objective 1: At least ninety percent (90%) of Adult Commissioners will report being more aware of issues facing youth at the end of the Youth Commission term as indicated by an exit survey completed at the end of the Youth Commission term.
- Objective 2: At least sixty-five percent (65%) of Adult Commissioners will report using their gained awareness in decision-making processes regarding issues that affect youth and families, as indicated by surveys completed at the end of the Youth Commission term.
- Goal 4: Participation in the program will encourage youth to continue their involvement in community service.
- Objective 1: At least eighty percent (80%) of Youth Commission members will report being still active in community services one (1) year after the Youth Commission term as indicated by a follow up survey.

### C. All Programs

- Goal 1: Contractor shall enhance program's cultural competence.
- Objective 1: Contractor shall document that staff from each program have completed two (2) cultural competency trainings which are designed to meet the needs of their specific programs.
- Goal 2: Contractor shall develop a family-professional partnership.
- Objective 1: Parent or other caregivers shall be involved one hundred percent (100%) of the time in developing the treatment plan of their child

to the extent that they are capable and that it is clinically appropriate.

### III. REPORTING REQUIREMENTS

#### A. Public Health

##### 1. Youth Development Initiative

Contractor shall submit to County:

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

SCHEDULE B

YOUTH AND FAMILY ENRICHMENT SERVICES: 2003-2004

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 2A of the Agreement, County shall pay Contractor in the manner described below:

A. Mental Health Services (San Mateo County Org. #61301)

1. Insights Program – Children’s Receiving Home (July 1, 2003 – June 30, 2004)

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ELEVEN THOUSAND FIVE HUNDRED DOLLARS (\$11,500).

a. Treatment Services (non-MD)

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

	<u>2003-04</u>
Individual Therapy (per session)	\$55.70
Group Therapy (per person, per session)	\$17.82

2. Mental Health Services, (Authorized by the MHP) (July 1, 2003 – June 30, 2004)

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for services provided under Schedule A, Section I.A.2. of this Agreement.

a. Expanded Screening/Assessment Services (non-MD)

An assessment shall consist of at least one (1) face-to-face visit and be conducted by a licensed, waived, or registered mental health professional. The assessment shall include initial phone contact to schedule an intake evaluation; behavior/history checklists mailed to caregiver and teacher; phone consultation with teacher; and review of behavior/history checklists.

Expanded Screening / Assessment Services \$132.61 per assessment

b. 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.

c. Treatment Services (non-MD)

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

	<u>2003-04</u>
Assessment (per case)	\$118.08
Individual Therapy (per session)	\$55.70
Group Therapy (per person, per session)	\$17.82
Family Therapy (per hour; includes all members)	\$66.84
Clinical Consultation (telephone/15 minutes)	\$11.14

d. Psychological Assessment/Testing Services (Ph.D.)

An evaluation shall consist of individual sessions; scoring of tests; written report and case conference; and classroom observation using structured observation tools; totaling approximately nine (9) hours of service and be conducted by a licensed psychologist. Payment will be made upon receipt of completed psychological assessment.

Psychological Assessment \$450.88 per evaluation

3. Girls' Juvenile Drug Court Expansion Program (July 1, 2003 – June 30, 2004)

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of SIXTY-THREE THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS (\$63,334) for services provided under Schedule A, Section I.A.3. of this Agreement.

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.

b. Psychological Assessment/Testing Services (Ph.D.)

An evaluation shall consist of individual sessions; scoring of tests; written report and case conference; and classroom observation using structured observation tools; totaling approximately nine (9) hours of service and be conducted by a licensed psychologist. Payment will be made upon receipt of completed psychological assessment.

Psychological Assessment                      \$450.88 per evaluation

c. Treatment Services

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. Rate of payment shall be as follows:

	<u>2003-04</u>
Assessment (per case)	\$118.08
Psychological Testing Package	\$450.88
Individual Therapy (per session)	\$55.70
Group Therapy (per person, per session)	\$17.82
Family Therapy (per hour; includes all members)	\$66.84
Clinical Consultation (Telephone per 15 minutes)	\$11.14

4. In any event, the maximum amount County shall be obligated to pay for services rendered under this section of this Agreement shall not exceed NINETY-NINE THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS (\$99,834) for the contract term.
5. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day each month for the preceding month. All claims shall clearly reflect the program and month for which claim is made.
6. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
7. In the event this Agreement is terminated or becomes null and void prior to June 30, 2004 (Mental Health Services – Mental Health Plan, Juvenile Drug Court Expansion Program), Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided

services pursuant to this Agreement. Such billing shall be subject to the approval of the Director.

8. 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.
9. 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.
10. 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 6 above.
11. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to the Contractor under this Agreement or any other agreement.
12. Contractor shall submit to County the Cultural Composition of Contractor's staff in the third (3<sup>rd</sup>) quarter of the contract year.
13. Claims shall be in the format specified by the Health Services Agency. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.
14. If County or Contractor finds that performance is inadequate, a meeting may be called by either party to discuss the causes for the performance problem; this Agreement may either be renegotiated, allowed to continue to the end of the term, or terminated pursuant to paragraph 15 of this Agreement.

15. It is projected that Contractor shall generate the following level of federal share Medi-Cal reimbursement:

Prenatal to Three Initiative Community Worker Services (PH)	\$625,000
Mental Health Services (MHP)	12,500
Girl's Juvenile Drug Court Program	31,667
Insights Receiving Home Program	5,750
Total	\$674,917

**B. Public Health Services**

**1. Youth Development Initiative, Budget Unit #62500**

Contractor shall receive a maximum of ONE HUNDERED THOUSAND DOLLARS (\$100,000) for Youth Development Initiatives activities for services provided July 1, 2003-June 30, 2004. Invoices shall be monthly, for actual expenses incurred, based on the budgets incorporated in Attachment III. Contractor will be reimbursed for net cost of providing the herein described programs as outlined in Schedule A, I.B.1.

**2. Prenatal-to-Three Initiative, Budget Unit #62810**

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 TWO HUNDRED EIGHTY-TWO THOUSAND THREE HUNDRED TWELVE DOLLARS (\$282,312) for services provided under Schedule A, Section V, Prenatal-to-Three Initiative of this Agreement for the period of July 1, 2003 through June 30, 2004.

Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement amount of TWO HUNDRED EIGHTY TWO THOUSAND THREE HUNDRED TWELVE DOLLARS (\$282,312) payable at the end of each month, beginning July 31, 2003.

July 31, 2003	\$23,526	January 31, 2004	\$23,526
August 31, 2003	\$23,526	February 28, 2004	\$23,526
September 30, 2003	\$23,526	March 31, 2004	\$23,526
October 31, 2003	\$23,526	April 30, 2004	\$23,526
November 30, 2003	\$23,526	May 31, 2004	\$23,526
December 31, 2003	\$23,526	June 30, 2004	\$23,526



Contractor shall provide monthly reports to County, including a brief description of the community worker's activities as outlined in this agreement.

- C. County may withhold all or part of Contractor's total payment if the Director of Health Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Schedule A.
1. County shall give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
  2. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately upon County's written notice with justification to Contractor.
- D. The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 2.A. on page 2 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than **FOUR HUNDRED EIGHTY-TWO THOUSAND ONE HUNDRED AND FOURTY-SIX DOLLARS (\$482,146)**.

ATTACHMENT III

YOUTH AND FAMILY ENRICHMENT SERVICES: 2003-2004

YOUTH DEVELOPMENT BUDGET FY 2003-2004

I. PERSONNEL EXPENSES

Salaries

Program Director (1.0 FTE)	\$ 56,264
<u>Administrative Assistant</u>	<u>\$ 3,494</u>
Total Salaries	\$ 59,758

Fringe Benefits @ approx. 17% of Total Costs \$ 10,159

TOTAL PERSONNEL COSTS \$ 69,917

II. OPERATING EXPENSES

Stipends	\$ 3,500
Occupancy—Rent, Utilities, Insurance	\$ 9,000
Office Expenses	\$ 200
Staff Expenses—Mileage	\$ 800
Meeting Costs	\$1,150
Training	\$ 477
Phone	\$ 200
<u>Copier/Report/Print</u>	<u>\$ 226</u>
Total Operating Expenses	\$15,553

G&A \$14,530

TOTAL BUDGET EXPENSES \$100,000

## SCHEDULE C

Contract between County of San Mateo and Youth and Family Enrichment Services, 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.

LILLIAN DOHERTY  
Name of 504 Person - Type or Print

<u>YOUTH &amp; FAMILY ENRICHMENT SVCS.</u>	<u>610 ELM ST, SUITE 212</u>
Name of Contractor(s) - Type or Print	Street Address or PO Box
<u>SAN CARLOS</u>	<u>CA. 94070</u>
City	State      Zip Code

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

15 JULY '03  
Date

[Signature] DIRECTOR  
Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Youth & Family Enrichment Services
Contact Person: Rebecca Allison
Address: 610 Elm Street Suite 212 San Carlos, CA 94070
Phone Number: 650/591-9623 Fax Number: 650/591-9750

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.
[ ] 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 15 day of July, 2003 at San Carlos, CA (City) (State)

[Signature]

Signature

Rebecca Allison

Name (Please Print)

HR Associate

Title

[Redacted] Contractor Tax Identification Number

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SAN MATEO COUNTY MEMORANDUM

DATE: July 8, 2003
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: Natalie Roselli FAX: 573-2116 PONY: HLT312
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Youth and Family Enrichment Services
DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes
NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: Over 15
DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

See attached.

The following will be completed by Risk Management:

Table with 5 columns: INSURANCE COVERAGE, Amount, Approve, Waive, Modify. Rows include Comprehensive General Liability, Motor Vehicle Liability, Professional Liability, and Workers' Compensation.

REMARKS/COMMENTS:

Priscilla Morse 7-8-03
Risk Management Signature Date

