AMENDMENT THREE TO THE AGREEMENT WITH EDGEWOOD CENTER FOR CHILDREN AND FAMILIES

-	THIS AMENDMENT, entered into this $_$	day of,	
2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and			
EDGEWOOD CENTER FOR CHILDREN AND FAMILIES (hereinafter called			
"Contra	actor"),		

WITNESSETH:

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. Schedule A is hereby deleted and replaced with the Schedule A attached hereto.
- 2. Schedule B is hereby deleted and replaced with the 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 but not limited to 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 but not limited to all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement with Contractor, 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

SAN MATEO COUNTY	EGDEWOOD CENTER FOR CHILDREN AND FAMILIES
By: Mark Church, President Board of Supervisors, San Mateo County	By: New Stan
Date:	Date: Du Z, 2003
ATTEST:	
By: Clerk of Said Board	
Data	

SCHEDULE A

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES 2001-2004

I. Description of Services to be Performed by Contractor

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

- A. <u>Intensive Day Treatment Services (Non-Residential)</u> (July 1, 2001 through June 30, 2002)
 - 1. Contractor shall provide intensive day treatment services to an average of one (1) emotionally and behaviorally disturbed youth ages 5-12, per day. These youth will not be a resident of the Edgewood residential program and will only be in the day treatment program. All services are integrated on the Edgewood campus and the program operates in a full day format from 8:30am-3:30pm, Monday through Friday. The program is operated eleven (11) months of the year for two hundred ten (210) days. The program is multi-disciplinary in its approach and provides a range of treatment services including, but not limited to:
 - a. Special education programming,
 - b. Occupational and speech/language and recreation therapies,
 - c. Individual, group and family psychotherapy,
 - d. Medication assessment and medication management,
 - e. Psychological evaluation,
 - f. Crisis intervention, and
 - g. Outreach social services.
 - Each youth will have an individualized treatment plan developed by the Day Treatment staff under the supervision of the child psychiatrist.
 - 3. All admissions to the Intensive Day Treatment Program will be authorized by the Youth Deputy Director or her designee.

- 4. Contractor will participate in all outcome data activities requested by the San Mateo County Mental Health Services Division.
- B. <u>Intensive Day Treatment Services (Residential)</u> (July 1, 2001 through June 30, 2002)
 - 1. Contractor shall provide intensive day treatment services to an average of one (1) emotionally and behaviorally disturbed youth ages 5-12 per day. These youth are San Mateo County residents who are temporarily placed in the Edgewood residential program or in the hospital diversion program, both of which operate 24 hours/day, 7 days/week. All services are integrated on the Edgewood campus. The program operates three hundred and sixty-five (365) days a year. The program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:
 - a. Special education programming,
 - b. Occupational and speech/language and recreation therapies,
 - c. Individual, group and family psychotherapy,
 - d. Medication assessment and medication management,
 - e. Psychological evaluation,
 - f. Crisis intervention, and
 - g. Outreach social services.
 - 2. Each youth will have an individualized treatment plan developed by the Day Treatment staff under the supervision of the child psychiatrist.
 - 3. All admissions to the Intensive Day Treatment Program will be authorized by the Youth Deputy Director or her designee.
 - 4. Contractor will participate in all outcome data activities requested by the San Mateo County Mental Health Services Division.
- C. <u>Intensive Day Treatment Services</u> (July 1, 2002 through March 30, 2003)

Intensive Day Treatment Services provide an organized and structured multi-disciplinary treatment program as an alternative to hospitalization, to avoid placement in a more restrictive setting, or to maintain the client in a community setting. These services are provided to a distinct group of individuals and occur in a therapeutic, organized and structured setting. Intensive Day Treatment Services must be available more than four (4) hours and less than twenty-four (24) hours each program day to qualify as a full day program. The client must be present each day services are claimed. Services include, but are not limited to, one or more of the following: assessment, rehabilitation, therapy, group therapy, collateral,

and case management/brokerage.

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

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

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

- a. Occupational and recreation therapies,
- b. Individual, group and family psychotherapy,
- c. Medication assessment and medication management,
- d. Psychological evaluation, and
- e. Crisis intervention.
- 2. Contractor shall provide up to five hundred sixteen (516) days of Intensive Day Treatment each year, not to exceed a maximum of one thousand thirty-two (1,032) days for the contract term.
- 3. Each youth will have an individualized treatment plan developed by the Day Treatment staff signed by a licensed, waivered or registered staff member. A copy of this plan will be provided to the Deputy Director of Youth Services or designee upon admission and every six (6) months thereafter.
- 4. Client Plans will:
 - a. Be updated at least annually
 - b. Have specific observable and/or specific quantifiable goals
 - c. Identify the proposed type(s) of intervention
 - d. Have a proposed duration of intervention(s)
 - e. Be signed (or electronic equivalent) by:
 - i. The person providing the service(s), or
 - ii. A person representing a team or program providing services, or
 - iii. When the client plan is used to establish that services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category then a,

- 1) physician,
- 2) licensed/"waivered" psychologist,
- 3) licensed/registered/waivered social worker,
- 4) licensed/registered/waivered Marriage, Family and Child Counselor, or
- 5) registered nurse.
- 5. All admissions to the Intensive Day Treatment Program will be authorized by the Deputy Director of Youth Services or her designee. Subsequently six (6) months after admission and every six (6) months thereafter Deputy Director of Youth or designee will authorize continued stays in the Intensive Day Treatment Program. Authorization will be based at a minimum on medical necessity criteria in State Medi-Cal regulations.
- 6. Commensurate with scope of practice, Intensive Day Treatment Services may be provided by any of the following staff:
 - a. Licensed Physician,
 - b. Licensed/Wavered Clinical Psychologist,
 - c. Licensed/Registered Clinical Social Worker,
 - d. Licensed/Registered Marriage, Family and Child Counselor,
 - e. Registered Nurse,
 - f. Licensed Vocational Nurse,
 - g. Licensed Psychiatric Technician,
 - h. Occupational Therapist, or
 - i. Mental Health Rehabilitation Specialist. A Mental Health Rehabilitation Specialist is an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two (2) years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two (2) years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years' experience in a mental health setting.
- 7. Staffing Ratio: At a minimum there must be an average ratio of at least one (1) professional staff member (see staffing list above) to eight (8) individuals (1:<8) in attendance during the period the program is open. In Intensive Day Treatment programs serving more than twelve (12) clients there shall be at least one (1) person from two (2) of the professional disciplines listed above.

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

- 8. Intensive Day Treatment Services require weekly summaries, signed by a person providing the service. The signature shall include the person's professional degree, licensure, or job title. The weekly summary will include the dates services were provided. Weekly summaries are written on forms developed by Intensive Day Treatment Program staff, and indicate daily activities using the existing checklist format.
- 9. Contractor will participate in all outcome data activities requested by the San Mateo County Mental Health Services Division.
- D. <u>Day Treatment Services (Intensive or Rehabilitative)</u> (April 1, 2003 through June 30, 2004)
 - General Description of Day Treatment Services (Intensive and/or Rehabilitative)
 - a. In full consideration of the payments herein provided for, Contractor shall provide Day Treatment Services (Intensive and/or Rehabilitative), Medication Support Services, and Mental Health Services (collectively referred to herein as "Services") authorized by the San Mateo County Division of Mental Health. These Services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Agreement must directly support Services specified in this Agreement.
 - b. These Services are provided to a distinct group of individuals and occur in a therapeutic, organized and structured setting. Day Treatment Services (Intensive and Rehabilitative) must be available more than four (4) hours and less than twenty-four (24) hours each program day to qualify as a full day program. The client must be present each day Day Treatment Services (Intensive and/or Rehabilitative) are claimed. Services include, but are not limited to, one or more of the following: assessment, rehabilitation, therapy, group therapy, collateral, and case management/brokerage.
 - c. For seriously emotionally disturbed children and adolescents, Day Treatment Intensive Services provides a range of services to assist the child/adolescent to gain the social and functional skills necessary for appropriate development and social integration. Interventions are intended to prevent hospitalization, placement in a more

restrictive facility, out-of-home placement, and/or to maintain the client in a community setting. A key component of Day Treatment Intensive Services service is contact with the families of clients. This may be integrated with an education program as long as it meets all Day Treatment Intensive Services requirements.

- d. Day Treatment Rehabilitative Services may be provided for those clients for whom those services are clinically appropriate and who do not require the level of services provided through Day Treatment Intensive Services.
- e. San Mateo County clients authorized for Day Treatment Intensive Services who subsequently are authorized for Day Treatment Rehabilitative Services may continue to receive services in Contractor's Day Treatment Intensive Services program. Services provided for such clients shall be reimbursed at the Day Treatment Rehabilitative Services rates set forth in Schedule B.
- 2. Day Treatment Intensive Services (April 1, 2003 through June 30, 2004)
 - a. For the period April 1, 2003 through June 30, 2004, Contractor shall provide Day Treatment Intensive Services to seriously emotionally and behaviorally disturbed San Mateo County resident youth(s) between the ages of five (5) and fourteen (14) authorized for service by the Deputy Director of Youth Services or her designee. Contractor's Day Treatment Intensive Services program operates 12 months of the year for on average 253 days per calendar year. The hours of operation are: 9:30 AM to 2:30 PM, Monday, Tuesday, Thursday and Friday, and 8:30 AM to 1:30 PM, Wednesday, with a thirty (30) minute per day lunch break. Such lunch break is considered part of Contractor's Day Treatment Intensive Services program hours.
 - b. The program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:
 - i. Psychological assessment, evaluation, and plan development,
 - ii. Education/special education programming,
 - iii. Occupational and speech/language and recreation therapies,
 - iv. Individual, group and family psychotherapy,
 - v. Medication assessment and medication management,

- vi. Psychosocial, functional skills development,
- vii. Crisis intervention, and
- viii. Outreach social services.
- Day Treatment Intensive Services shall occur in a therapeutic milieu. The purposes of the therapeutic milieu are as follows:
 - i. To provide the foundation for the provision of Day Treatment Intensive Services and differentiate these services from other specialty mental health services:
 - To include a therapeutic program that is structured by well-defined service components with specific activities being performed by identified staff;
 - iii. To create a supportive and nurturing interpersonal environment that teaches, models, and reinforces constructive interaction:
 - iv. To support peer/staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress;
 - v. To empower clients through involvement in the overall program (such as the opportunity to lead community meetings and to provide feedback to peers) and the opportunity for risk taking in a supportive environment; and
 - vi. To support behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function with minimal or no additional therapeutic intervention.
- d. Therapeutic Milieu Service Components

The following services must be made available during the course of the therapeutic milieu for an average of at least three hours per day for a full-day Day Treatment Intensive Services program and an average of at least two hours per day for a half-day program. One program staff member must be present and available to the group during the milieu for all scheduled hours of therapeutic milieu.

 Psychotherapy: the use of psychosocial methods within a professional relationship to assist the person or persons to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individuals, groups, or communities in respect to behavior, emotions, and thinking, in respect to their intrapersonal and interpersonal processes. This service is provided by licensed, registered, or waivered staff practicing within their scope of practice. This service does not include physiological interventions, including medication intervention.

- ii. Process groups: program staff will facilitate groups to help clients develop skills to deal with their individual problems/issues by using the group process to provide peer interaction and feedback in developing problem-solving strategies and to assist one another in resolving behavioral and emotional problems.
- iii. Skill building groups: program staff will help clients to identify barriers/obstacles related to their psychiatric/psychological experiences and, through the course of group interaction, become better able to identify skills that address symptoms and behaviors and increase adaptive behaviors.
- iv. Adjunctive Therapies: non-traditional therapy that utilizes self-expression (for example: art, recreation, dance, and music) as the therapeutic intervention.

e. Daily Community Meetings

A community meeting will take place at least once a day, but may occur more frequently as necessary to address issues pertinent to the continuity and effectiveness of the treatment milieu. This meeting must involve staff and clients. One participating staff member must have a scope of practice that includes psychotherapy. The content of the meeting must include, at minimum, the following:

- i. Schedule for the day;
- ii. Any current events;
- iii. Individual issues that clients or staff wish to discuss to elicit support of the group process;
- iv. Conflict resolution within the milieu;
- v. Planning for the day, the week or for special events;
- vi. Old business from previous meetings or from previous day treatment experiences; and
- vii. Debriefing or wrap-up.

f. Weekly Schedule

A detailed written weekly schedule will be made available by Day Treatment Intensive Services program staff to clients and, as appropriate, to client families, caregivers or significant support persons. The schedule will identify staffing, time, and location of program components. It will also specify the qualifications and the scope of responsibility of staff.

g. Excluded Activities

The time required for staff travel, documentation and caregiver contact is not to be included in the hours of therapeutic milieu.

h. Contact with Significant Support Persons

The Day Treatment Intensive Services program must allow for at least one contact (face-to-face, e-mail, telephone) per month with the legally responsible adult (for a client who is a minor), or with a family member, caregiver or other significant support person. Adult clients may choose whether or not this service component is done for them. These contacts and involvement should focus on the role of the significant support person in supporting the client's community reintegration.

i. Crisis Response

The Day Treatment Intensive Services program must have an established protocol for responding to clients experiencing a mental health crisis. This must assure availability of appropriately trained staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the client's urgent or emergency psychiatric condition. If clients will be referred to services outside the program, the program staff must have the capacity to handle the crisis until the client is linked to outside crisis services.

j. Authorization

The Deputy Director of Youth Services or her designee will authorize payment for all admissions of San Mateo County clients to the Day Treatment Intensive Services program. Authorization will be based at a minimum on medical and service necessity criteria in State Medi-Cal guidelines and regulations. In order to be reimbursed for Day Treatment Intensive Services contractor must meet the following authorization requirements.

- Contractor must request prior authorization for payment from County using the Authorization Form or a similar from approved by County, and clinical documentation that establishes the need for the service.
- ii. Contractor must provide an additional prior authorization for services that exceed five (5) days per week.
- iii. Contractor must request authorization for the continuation of services at least every three (3) months or more frequently, if requested by County.
- iv. Contractor must request prior authorization for the provision of counseling, psychotherapy, and other similar intervention services, including Mental Health Services, beyond those provided in the Intensive Day Treatment Services. These services may not be provided at the same time as Intensive Day Treatment Services even if authorized. (Excluded from this authorization are services to treat emergency and urgent conditions, and Therapeutic Behavioral Services that are provided on the same day as Day Treatment Intensive Services.) Reauthorization of these services must occur on the reauthorization schedule determined by the Deputy Director or her designee and no later than on the same cycle as reauthorization for Day Treatment Intensive Services.
- v. Authorization must specify the number of days per week as well as the length of time services will be provided.

k. Documentation

Each youth will have an individualized client treatment plan developed by the Day Treatment Intensive Services program staff signed by a licensed, waivered or registered staff member. A copy of this plan will be provided to the Deputy Director of Youth Services or designee upon admission and every three (3) months thereafter.

- i. Client treatment plans will:
 - Be provided to the Deputy Director of Youth Services or her designee within ten (10) days of admission to the program;
 - 2) Be updated at least annually;
 - 3) Have specific observable and/or specific quantifiable goals;

- 4) Identify the proposed type(s) of intervention;
- 5) Have a proposed duration of intervention(s); and
- 6) Be signed (or electronic equivalent) by:
 - a) The person providing the service(s), or
 - b) A person representing a team or program providing Services, or
 - c) When the client plan is used to establish that Services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a
 - i) Physician
 - ii) Licensed/registered/waivered psychologist
 - iii) Licensed/registered/waivered social worker
 - iv) Licensed/registered/waivered MFT, or
 - v) Registered nurse who is either staff to the program or the person directing the Services.

ii. Client Progress Notes

- 1) Day Treatment Intensive Services require:
 - a) Daily progress notes on activities, and
 - b) Weekly clinical summaries, which must be signed (or electronic equivalent) by
 - a:
 - i) Physician;
 - ii) Licensed/registered/waivered psychologist;
 - iii) Clinical social worker;
 - iv) MFT; or
 - v) Registered nurse who is either staff to the program or the person directing the Services.
- 2) The signature for the weekly summary shall include the person's professional degree, licensure, or job title, and will include the dates Services were provided and progress towards meeting client goals. Copies of weekly summaries shall be forwarded along with the monthly invoice to the Deputy Director of Youth Services or her designee.

f. Staffing

The staff must include at least one person whose scope of practice includes psychotherapy.

- Staff Qualifications: Commensurate with scope of practice, Day Treatment Intensive Services may be provided by any of the following staff:
 - 1) Licensed Physician,
 - 2) Licensed/Wavered Clinical Psychologist,
 - 3) Licensed/Registered Clinical Social Worker,
 - 4) Licensed/Registered Marriage, Family and Child Counselor,
 - 5) Registered Nurse,
 - 6) Licensed Vocational Nurse,
 - 7) Licensed Psychiatric Technician,
 - 8) Occupational Therapist, or
 - Mental Health Rehabilitation Specialist. A Mental Health Rehabilitation Specialist is an individual who has a baccalaureate degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment, or vocational adjustment. Up to two (2) years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two (2) years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years of experience in a mental health setting.
- ii. Staffing Ratio: At a minimum there must be an average ratio of at least one (1) professional staff member (see staffing list above) to eight (8) individuals (1:≤8) in attendance during the period the program is open. In Day Treatment Intensive Services programs serving more than twelve (12) clients (1:>12) there shall be at least one (1) person from two (2) of the staffing groups listed above. One staff person must be present and available to the group in the therapeutic milieu in all hours of operation.

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

- m. Contractor will participate in all outcome data activities requested by the San Mateo County Mental Health Services Division.
- 3. Day Treatment Rehabilitative Services (April 1, 2003 through June 30, 2004)
 - a. Day Treatment Rehabilitation Services is a structured program that provides services to a distinct group of beneficiaries. Day Treatment Rehabilitation Services offers rehabilitation and therapy to improve, maintain or restore personal independence and functioning consistent with requirements for learning and development. Day Treatment Rehabilitative Services must be available more that four (4) hours and less than twenty-four (24) hours each program day to qualify as a full day program.
 - b. The Day Treatment Rehabilitation Services program is fundamentally similar to the Day Treatment Intensive Services program, with the following distinctions:
 - i. Individual, group and family psychotherapy is not provided.
 - ii. Contractor must request authorization for continuation of services at lease every six (6) months or more frequently, if requested by County.

iii. Documentation

- 1) Each youth will have an individualized client treatment plan developed by the program staff signed by a licensed, waivered or registered staff member. A copy of this plan will be provided to the Deputy Director of Youth Services or designee upon admission and every six (6) months thereafter.
- 2) Client Progress Notes:
 Day Treatment Rehabilitation Services require weekly summaries, written or co-signed (or the electronic equivalent) by a person providing the Service. The signature shall include the person's professional degree, licensure, or job title. The weekly summary shall include the dates that Services were provided. There is no requirement for daily progress notes.

iv. Staffing Ratio

At a minimum there must be an average ratio of at least one professional staff member (see staffing list above) to ten individuals (1:<10) in attendance during the period the program is open. In Day Treatment Rehabilitation Services programs serving more than 12 clients (1:<12) there shall be at least one person from two of the staffing groups listed in Paragraph I.D.2.I. of this Schedule B. One staff person must be present and available to the group in the therapeutic milieu in all hours of operation.

- 4. Medication Support Services (April 1, 2003 through June 30, 2003)
 - a. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness. The services may include evaluation of the need for medication, clinical effectiveness and side effects, obtaining informed consent, medication education and plan development related to the delivery of the service and/or assessment of the client that are provided by a medically licensed staff person, within the scope of practice of his/her profession. Services must be face-to-face or by telephone with the consumer or significant support persons and may be provided anywhere in the community.
 - b. Contractor shall provide up to one hundred twenty (120) minutes per month of medication support services per client authorized for Medication Support Services by the County Deputy Director of Youth Services or her designee. Additional minutes of Medication Support Services may be provided, if medically necessary, when pre-authorized by the Deputy Director of Youth Services or her designee.
 - c. Medication Support includes:
 - Evaluation of the need for medication, prescribing and/or dispensing
 - ii. Evaluation of clinical effectiveness and side effects of medication
 - iii. Obtaining informed consent for medication(s)
 - iv. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons)
 - d. Commensurate with scope of practice, Medication Support

Services may be provided by the following staff:

- i. Licensed Physician
- ii. Mental Health Nurse Practitioner
- iii. Registered Nurse
- iv. Licensed Vocational Nurse
- v. Licensed Psychiatric Technician
- vi. Licensed Pharmacist
- 5. Mental Health Services (April 1, 2003 through June 30, 2003)
 - a. Mental Health Services are those individual or group therapies and interventions that are designed to reduce mental disability and/or facilitate improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency. Services are reimbursed by minutes of service.
 - b. Youth may receive up to four hundred eighty (480) minutes a month of outpatient mental health services if the youth meets medical necessity criteria. Services will be provided on the weekends only. If mental health services are provided in any given month, the County Deputy Director of Youth Services or her designee is to be contacted to review the services and authorized retroactive payment. All clinical documentation for these additional mental health services must accompany the monthly invoice to be considered for retroactive payment.
 - c. Additional minutes of Mental Health Services may be provided if medically necessary, when pre-authorized by the County Deputy Director of Youth Services. All clinical documentation for these additional Mental Health Services must accompany the monthly invoice to be considered for retroactive payment.
 - d. Mental Health Services will be provided during non-Day Treatment (Intensive and Rehabilitative) hours only.
 - e. Mental Health Services include the following:
 - i. Individual therapy therapeutic interventions consistent with the consumer's goals that focus primarily on symptom reduction as a means to improve functional impairments. This service activity is usually delivered to an individual but may include family therapy when the individual is present.

ii. Group therapy offers therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy (when families of two or more clients are present).

E. Outpatient Mental Health Services (July 1, 2003 through June 30, 2004)

1. Medication Support Services

- a. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness. Medication Support Services may include evaluation of the need for medication, clinical effectiveness and side effects, obtaining informed consent, medication education and plan development related to the delivery of the Medication Support Service and/or assessment of the client. Medication Support Services are to be provided by a licensed psychiatrist.
- b. For each client pre-authorized for Medication Support Services by the County Deputy Director of Youth Services or her designee and to the extent medically necessary, Contractor shall provide Medication Support Services by a licensed psychiatrist up to twice per month. Additional Medication Support Services shall be provided, if medically necessary, when pre-authorized by the Deputy Director of Mental Health Services or her designee.
- All clinical documentation for Medication Support Services must accompany the monthly invoice to be considered for payment. Medication Support Services are reimbursed by minutes of service.
- d. Medication Support Services include:
 - i. Evaluation of the need for medication, prescribing and/or dispensing
 - ii. Evaluation of clinical effectiveness and side effects of medication
 - iii. Obtaining informed consent for medication(s)
 - iv. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons)
- e. Medication Support Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient

Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

2. Mental Health Services

- a. Mental Health Services are those therapeutic interventions that are designed to reduce mental disability and/or facilitate improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency.
- b. For each client pre-authorized for Mental Health Services by the County Deputy Director of Youth Services or her designee and to the extent medically necessary, Contractor shall provide Mental Health Services.
- c. All clinical documentation for Mental Health Services must accompany the monthly invoice to be considered for payment. Mental Health Services are reimbursed by minutes of service.
- d. Mental Health Services may include therapeutic interventions consistent with the consumer's goals that focus primarily on symptom reduction as a means to improve functional impairments. Therapy services provided in conjunction with Day Treatment Services (Rehabilitative and Intensive) shall generally focus on family therapy.

3. Crisis Intervention

- a. Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, family and individual therapy.
- b. Contractor shall provide Crisis Intervention if medically necessary.
- c. Crisis Intervention is reimbursed by minutes of service. To be considered for payment Crisis Intervention must be:
 - Retroactively authorized by the Deputy Director of Mental Health Services or her designee, and
 - ii. Provided during non-Day Treatment (Rehabilitative and/or Intensive) hours only.

- d. All clinical documentation must accompany the monthly invoice.
- F. Mental Health Services (Authorized by MHP) (July 1, 2001 through June 30, 2004)

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

- 1. Contractor shall provide mental health services under the San Mateo County Mental Health Plan (MHP) to San Mateo County Medi-Cal beneficiaries, who are Medi-Cal eligible at the time of referral and authorization; clients who are covered by the Healthy Families Program (a state insurance program for low income children); and clients known to be indigent for whom the MHP has assumed responsibility. Service will be provided to youth and their families who are involved with the Kinship Support Network of San Mateo. These youth live with their relatives and caregivers in San Mateo County. Services may also be provided to San Mateo County dependents who are placed with relatives in San Francisco County.
- 2. These services shall be provided in a manner prescribed by the laws of California and in accord with all other applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this agreement must directly support services specified in this Contract.
- 3. Services must be pre-authorized by the MHP.
- 4. Services shall be available in English and Spanish.
- 5. All services shall be provided by licensed, waivered or registered mental health staff.
- 6. Services shall include the following:
 - a. Assessment services,
 - b. Treatment services:
 - i. Brief individual, family and group therapy, and
 - ii. Collateral services including contact with family and other significant service providers;
 - c. Medication assessment services: and
 - d. Medication treatment services.
- G. <u>Diagnostic Assessment Program</u> (July 1, 2001 through June 30, 2002)

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

- 1. Eligibility for admission to the program shall be confined to youth who meet the following admission criteria:
 - a. Youth has principal DSM IV Axis 1 diagnosis, including acute concurrent symptoms.
 - b. Outpatient treatment has been attempted without significant progress or lowered risk.
 - c. Youth cannot be managed outside a 24 hour program and/or exhibits significant danger to self or others.
 - d. Youth lacks significant support, resources and ability to comply with community-based treatment.
 - e. Youth is medically stable.
 - f. Youth has exhibited significant impairment in judgment, impulse control and/or cognitive/perceptual ability due to psychiatric, family and/or substance use problems.
 - g. Youth has significantly impaired interpersonal functioning including peer and family relationships.
 - h. Youth has experienced significant impairment in educational and/or recreational settings.
 - i. Youth can function in an unlocked setting and does not require constant medical attention, mechanical restraints and/or psychiatric hospitalization.
 - j. Youth can function in a staff secure setting and does not require detention in a locked Juvenile facility due to criminal behavior.
- 2. All referrals for intake shall be made by the Youth Case
 Management staff and the Youth Case Management Supervisor
 will authorize the intake. Transportation to Edgewood will be
 arranged by Youth Case Management staff. Intakes will be offered
 Monday-Saturday 9am to 5pm and will be in three forms:
 - a. Emergent and immediate.
 - b. Expedited intake within 24 hours.
 - c. Planned intake for youth transitioning from other secure settings or requiring a specialized assessment service.

3. Service components will include:

- a. Daily individualized and group treatment focused on problem solving, social skills, development of strengths, anger management, conflict resolution, family/caregiver relations and specialized issues such as eating disorders, depression, psycho-pharmacology education.
- b. Frequent individual life space interviews with professional child care workers and licensed clinical staff.
- c. Family/caregiver treatment focusing on working through crisis, brief treatment, reunification and/or discharge planning and parent education.
- d. Psychiatric assessment/evaluation and treatment.
- e. Psychological consultation when indicated.
- f. Milieu treatment emphasizing safety, decision-making, mental and physical health and participation in activities of daily living.
- g. Education consultation and tutoring to help develop new strategies for learning, which allow children to keep up with their schoolwork.
- h. Intensive case management, discharge and aftercare planning beginning at intake and involving all key parts of the child's life.
- i. Therapeutic Behavioral Services. Edgewood will provide one to one care for youth in the program (three (3) hours a day) to help work on specific behaviors and facilitate a smooth transition to the community.
- j. Intensive day treatment services for youth while they are participating in the hospital diversion program.

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

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

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

referring clinician.

- 4. TBS workers shall be licensed practitioners of the healing arts or trained staff members who are under the direction of a licensed practitioner of the healing arts.
- 5. TBS services shall be offered in a manner that is compliant with requirements for Medi-Cal reimbursement.
- l. Therapeutic Behavioral Services (July 1, 2002 through June 30, 2003)
 - 1. Therapeutic Behavioral Services (TBS) are one (1) to one (1) therapeutic contacts between a mental health provider and a beneficiary for a specified short-term period of time that are designed to maintain the child/youth's residential placement at the lowest appropriate level by resolving target behaviors and achieving short-term treatment goals. A contact is considered therapeutic if it is intended to provide the child/youth with skills to effectively manage the behavior(s) or symptom(s) that is the barrier to achieving residence in the lowest appropriate level.
 - 2. The person providing Therapeutic Behavioral Services (TBS) is available on-site to provide individualized one (1) to one (1) behavioral assistance and one (1) to one (1) interventions to accomplish outcomes specified in the written treatment plan. A necessary component of this service activity is having the staff person on-site and immediately available to intervene for a specified period of time. The expectation is that the staff person will be with the child/youth for a designated time period which may vary in length and may be up to twenty-four (24) hours a day, depending upon the needs of the child/youth.
 - 3. Two important components of delivering TBS include the following:
 - a. Making collateral contacts with family members, caregivers, and others significant in the life of the beneficiary; and
 - b. Developing a plan clearly identifying specific target behaviors to be addressed and the interventions that will be used to address the target behaviors.
 - 4. Contractor shall provide of up to TWELVE THOUSAND NINE HUNDRED THIRTY-ONE (12,931) units of Therapeutic Behavioral Services (TBS) for FY 2002-03. One (1) unit equals one (1) minute of mental health service.
 - 5. Contractor shall provide Therapeutic Behavioral Services (TBS) authorized by the San Mateo County Mental Health Division Deputy Director of Youth Services or designated TBS authorizer, to youth up to age twenty-one (21). These services shall be provided

- to full scope Medi-Cal beneficiaries, and also to other clients for whom the Mental Health Plan (MHP) has assumed responsibility. Services shall be provided in the beneficiary's first language.
- 6. Services will be pre-authorized by Deputy Director of Youth Services or designated TBS authorizer. The amount of service provided to youth will vary based on individual needs. Authorization will specify the number of hours of TBS according to the individual youth's needs.
- 7. Services shall be available on-site to provide individualized one (1) to one (1) behavioral assistance and behavioral interventions.
- 8. Treatment Plan and Documentation Requirements
 - a. Services provided shall be specified in a written treatment plan using a format provided or approved by County.

 Therapeutic Behavioral Services (TBS) will be identified on the overall Client Treatment and Recovery Plan. There must be an additional written plan for TBS as a component of the overall Client Plan, which identifies all of the following:
 - i. Specific target behaviors or symptoms that are jeopardizing the current placement or presenting a barrier to transitions, e.g., tantrums, property destruction, assaultive behavior in school;
 - ii. Specific interventions to resolve the behaviors or symptoms, such as anger management techniques;
 - iii. Specific outcome measures that can be used to demonstrate that the frequency of targeted behaviors has declined and has been replaced with adaptive behaviors; and
 - iv. The TBS plan shall be developed, signed and dated by the TBS staff member, and co-signed by the supervising mental health clinician.
 - b. The TBS Plan must be reviewed monthly by the Deputy Director of Youth Services or designee to ensure that TBS continue to be effective for the beneficiary in making progress towards the specified measurable outcomes. The TBS component of the plan should be:
 - i. Adjusted to identify new target behaviors, interventions and outcomes as necessary and appropriate; and
 - ii. Reviewed and updated as necessary whenever there is a change in the child/youth's residence.
 - c. Since this is a short-term service, each mental health client treatment plan that includes TBS must include a transition

plan from the inception of this service to decrease and/or discontinue TBS when they are no longer needed or appear to have reached a plateau in benefit effectiveness and, when applicable, a plan for transition to adult services when the beneficiary turns twenty-one (21) years old and is no longer eligible for TBS. This plan should address assisting parents and/or caregivers with skills and strategies to provide continuity of care when this service is discontinued.

- d. If the TBS are intensive and last for several months without observable improvement towards the treatment goals, the residential placement/living situation may not be appropriate and the child/youth shall be re-evaluated for a more appropriate placement.
- e. Significant interventions that address the goals of the client treatment plan must be documented in the progress notes. The time of the service will be noted by contact/shift. As with other MHP progress notes, staff travel and documentation time are included with direct service time; on call time may not be claimed.
- 9. Services shall be available up to twenty-four (24) hours a day, seven (7) days a week as authorized.
- 10. Service Delivery and Staffing Requirements
 - a. Therapeutic Behavioral Services (TBS) must be provided by a licensed practitioner of the healing arts or by trained staff members who are under the direction of a licensed practitioner of the healing arts. The qualifications of organizational provider staff delivering this service will be determined by the MHP and may include non-licensed staff. The individuals providing this service must be available onsite to intervene with the child/youth as needed. Commensurate with scope of practice, Therapeutic Behavioral Services (TBS) may be provided by any of the following staff:
 - i. Licensed Physician,
 - ii. Licensed/Wavered Clinical Psychologist,
 - iii. Licensed/Registered Clinical Social Worker,
 - iv. Licensed/Registered Marriage and Family Therapist,
 - v. Registered Nurse,
 - vi. Licensed Vocational Nurse.
 - vii. Licensed Psychiatric Technician, or
 - viii. Occupational Therapist

- b. Staff with other education/experience qualifications. The San Mateo County staffing guideline shall be for TBS staff to have a minimum of a Bachelor's Degree in a mental health related field. TBS workers shall be licensed practitioners of the healing arts or trained staff members who are under the direction of a licensed practitioner of the healing arts.
- 11. TBS services shall be offered in a manner that is compliant with requirements for Medi-Cal reimbursement. To qualify for Medi-Cal reimbursement for Therapeutic Behavioral Services (TBS), a child/youth must meet the criteria in Sections a., b., and c below.
 - a. Eligibility for TBS must meet criteria (i) and (ii) below.
 - i. Full-scope Medi-Cal beneficiary, unless authorized eligible by San Mateo County Mental Health Services, under twenty-one (21) years, and
 - ii. Meets State medical necessity criteria for Medi-Cal Program.
 - b. Member of the Certified Class must meet criteria (i), (ii), (iii), or (iv) below.
 - Child/youth is placed in a group home facility of RCL 12 or above and/or a locked treatment facility for the treatment of mental health needs which is not an Institution for Mental Disease which disqualifies them from receiving federally reimbursed Medi-Cal services; or
 - ii. Child/youth is being considered by the county for placement in a facility described in b.i. above; or
 - iii. Child/youth has undergone at least one (1) emergency psychiatric hospitalization related to his/her current presenting disability within the preceding twenty-four (24) months; or
 - iv. Child/youth previously received TBS while a member of the certified class.
 - c. Need for TBS must meet criteria (i) and (ii) below.
 - i. The child/youth is receiving other specialty mental health services, and
 - ii. It is highly likely in the clinical judgment of the mental health provider that without the additional short-term support of TBS that:
 - 1) The child/youth will need to be placed in a higher level of residential care, including acute care, because of a change in the child/youth's behaviors or symptoms which jeopardize continued placement in current facility; or
 - 2) The child/youth needs this additional support to

transition to a lower level of residential placement. Although the child/youth may be stable in the current placement, a change in behavior or symptoms is expected and TBS are needed to stabilize the child in the new environment. (The MHP or its provider must document the basis for the expectation that the behavior or symptoms will change.)

- J. Therapeutic Behavioral Services (July 1, 2003 through June 30, 2004)
 - 1. General Description
 - a. Therapeutic Behavioral Services (TBS) are one-to-one therapeutic contacts between a mental health provider and a beneficiary for a specified short-term period of time that are designed to maintain the child/youth's residential placement at the lowest appropriate level by resolving target behaviors and achieving short-term treatment goals. A contact is considered therapeutic if it is intended to provide the child/youth with skills to effectively manage the behavior(s) or symptom(s) that are the barrier to achieving residence in the lowest appropriate level.
 - b. The person providing TBS is available on-site to provide individualized one-to-one behavioral assistance and one-to-one interventions to accomplish outcomes specified in the written treatment plan. A necessary component of this service activity is having the staff person on-site and immediately available to intervene for a specified period of time. The expectation is that the staff person will be with the child/youth for a designated time period which may vary in length and may be up to 24 hours a day, depending upon the needs of the child/youth. Services shall be available up to 24 hours a day, seven days a week as authorized.
 - c. Two important components of delivering TBS include the following:
 - Making collateral contacts with family members, caregivers, and others significant in the life of the beneficiary; and
 - ii. Developing a plan clearly identifying specific target behaviors to be addressed and the interventions that will be used to address the target behaviors.
 - d. Contractor shall provide TBS authorized by the San Mateo County Mental Health Division Deputy Director of Youth Services or designated TBS authorizer, to clients up to age

twenty-one (21). These services shall be provided to full scope Medi-Cal beneficiaries, and also to other clients for whom the Mental Health Plan (MHP) has assumed responsibility. Services shall be provided in English and Spanish.

2. Authorization

Contractor shall request payment authorization for TBS from the County. Authorization is required in advance of the provision of TBS included in the authorization request. Services will be authorized by Deputy Director of Youth Services or designated TBS authorizer.

- Initial Authorization
 Initial authorization may not exceed 30 (thirty) days or 60 (sixty) hours, which ever is less. Initial authorization will cover:
 - Initial TBS assessment, which must address symptom(s) or behavior(s) that TBS will address;
 - ii. Developing an initial TBS client plan, which must include at least one TBS intervention; and
 - iii. Initial delivery of direct one-to-one TBS.

b. Reauthorization

- i. Reauthorization may not exceed sixty (60) days or one hundred twenty (120) hours, whichever is less.
- ii. If initial authorization was for thirty (30) days or sixty (60) hours, the assessment and Client Treatment Plan (as defined in Section I.J.4 must be completed for the first reauthorization to be authorized. The Client Treatment Plan must meet the criteria specified in Client Treatment Plan and Documentation Requirements as set forth in Section I.J.4.
- iii. When initial payment authorization includes one-toone TBS that are fully supported by a completed TBS assessment and TBS Client Treatment Plan, services may be approved for sixty (60) days or one hundred twenty (120) hours, whichever is less.
- iv. Reauthorization will be based upon clear documentation of:
 - 1) Client progress toward specific goals and timeframes of client plan.
 - 2) Strategy to decrease intensity of services, initiate transition plan, and/or terminate services when TBS has promoted progress toward measurable outcomes identified in the TBS client plan; or client has reached plateau in benefit effectiveness.

- 3) If applicable, lack of client progress toward specific goals and timeframes in Client Treatment Plan, and changes needed to address the issue(s). If the TBS being provided has been ineffective and client is not progressing toward identified goals, possible treatment alternatives, and the reason that only additionally requested TBS will be effective, and not identified alternative(s).
- 4) Review and update of TBS plan to address significant changes to client environment (e.g., change of residence).
- 5) Provision of skills/strategies to parents/caregivers to provide continuity of care when TBS is discontinued.
- v. Contractor must initiate reauthorization no less than ten (10) days prior to the end of the authorized service period.
- c. Contractor shall monitor the number of hours and days TBS are provided, and shall be responsible for requesting reauthorization according to the timelines identified in Section I.J.2.b.

3. Assessments

- a. Assessments must be done initially and periodically, and may be part of the clients' overall assessment or a separate process to determine the need for TBS. The assessment must be completed using a format provided and approved by the County. The assessment must identify that client:
 - i. Meets medical necessity criteria.
 - ii. Is full scope Medi-Cal under twenty-one (21) years of age.
 - iii. Is a member of the certified class,
 - iv. Needs specialty mental health services in addition to TBS, and
 - v. Has specific behaviors and/or symptoms that require TBS.

b. Assessments must:

- i. Identify the client's specific behaviors and/or symptoms that jeopardize current placement and/or symptoms that are expected to interfere with transitioning to a lower level of placement;
- ii. Describe the critical nature of the situation, severity of the clients' behaviors and/or symptoms, other less intensive services that have been tried and/or

- considered, and why TBS would be appropriate;
- iii. Provide sufficient clinical information to support the need for TBS;
- iv. Identify what changes in behavior and/or symptoms TBS is expected to achieve and how the child's therapist or treatment team will know when these services have been successful and can be reduced or terminated; and
- v. Identify skills and adaptive behaviors that the client is using now to manage the problem behavior and/or is using in other circumstances that could replace the specified problem behaviors and/or symptoms.

4. Client Treatment Plan and Documentation Requirements

- a. Services provided shall be specified in a written treatment plan using a format provided or approved by County (herein referred to as "Client Treatment Plan"). There must be a separate written plan for TBS as a component of the overall Client Treatment Plan. The TBS Client Treatment Plan shall include the following criteria:
 - i. Specific target behaviors or symptoms that jeopardize the current placement or present a barrier to transition to a lower level of care (e.g., tantrums, property destruction, assaultive behavior in school).
 - ii. Specific interventions to resolve targeted behaviors or symptoms, such as anger management techniques.
 - iii. Specific description of changes in behaviors and/or symptoms that interventions are intended to produce, including a time frame for those changes.
 - iv. Specific outcome measures that can be used to demonstrate that the frequency of targeted behaviors has declined and has been replaced with adaptive behaviors.
 - v. The TBS Client Treatment Plan shall be developed, signed and dated by the TBS staff member, and cosigned by the supervising mental health clinician.
- b. The TBS Client Treatment Plan must be reviewed monthly by the Deputy Director of Youth Services or designee to ensure that TBS continue to be effective for the beneficiary in making progress towards the specified measurable outcomes. The TBS Client Treatment Plan should be:
 - Adjusted to identify new target behaviors, interventions and outcomes as necessary and appropriate; and
 - ii. Reviewed and updated as necessary whenever there is a change in the child/youth's residence.

- c. As TBS is a short-term service, each mental health Client Treatment Plan that includes TBS must include a transition plan from the inception of this service to decrease and/or discontinue TBS when no longer needed, or appear to have reached a plateau in benefit effectiveness.
- d. When applicable, the Client Treatment Plan must include a plan for transition to adult services when the beneficiary turns 21 years old and is no longer eligible for TBS. The plan shall address assisting parents and/or caregivers with skills and strategies to provide continuity of care when this service is discontinued.
- e. For clients between the 18 and 21 years of age notes regarding any special considerations should be taken into account, e.g. the identification of an adult case manager.
- f. If the TBS are intensive and last for several months without observable improvement towards the treatment goals, the client shall be re-evaluated for a more appropriate placement.
- g. Client Plan Addendum
 A client plan addendum shall be used to document the following:
 - i. Significant changes in the client's environment since the initial development of the TBS Client Treatment Plan.
 - ii. When TBS has not been effective and the client is not making progress as expected. There must be documented evidence in the chart and any additional information indicating the consideration of alternatives.

h. Progress Notes

Progress notes are required each day TBS is delivered and must include a comprehensive summary covering the time that services were provided. In the progress note, the time of the service may be noted by contact/shift. As with other MHP progress notes, staff travel and documentation time are included with direct service time; on call time may not be claimed. The following must be clearly documented:

 Occurrences of specific behaviors and/or symptoms that jeopardize the residential placement or prevent transitions to a lower level of placement;

- ii. Significant interventions identified in the Client Treatment Plan;
- iii. Progress in stabilizing behaviors and/or symptoms by changing or eliminating maladaptive behaviors and replacing them with adaptive behaviors.

5. Service Delivery and Staffing Requirements

- a. TBS must be provided by a licensed practitioner of the healing arts or by trained staff members who are under the direction of a licensed practitioner of the healing arts. The qualifications of organizational provider staff delivering this service will be determined by the MHP and may include non-licensed staff. The individuals providing this service must be available on-site to intervene with the child/youth as needed.
- b. Commensurate with scope of practice, TBS may be provided by any of the following staff:
 - i. Licensed Physician,
 - ii. Licensed/Waivered Clinical Psychologist,
 - iii. Licensed/Registered Clinical Social Worker,
 - iv. Licensed/Registered Marriage and Family Therapist,
 - v. Registered Nurse.
 - vi. Licensed Vocational Nurse.
 - vii Licensed Psychiatric Technician,
 - viii. Occupational Therapist, or
 - ix. Staff with other education/experience qualifications. The San Mateo County staffing guideline shall be for TBS staff to have a minimum of a Bachelor's Degree in a mental health related field. TBS workers shall be licensed practitioners of the healing arts or trained staff members who are under the direction of a licensed practitioner of the healing arts.
- c. TBS is not to supplant other mental health services provided by other mental health staff.
- d. Direct TBS providers delivering services in group homes may not be counted in the group home staffing ratio.
- e. Direct TBS providers delivering services in day treatment intensive or day treatment rehabilitation sites may not be counted in the day treatment staffing ratio, and the TBS providers function must be clearly differentiated.
- f. Contractor must have contact with the parents or caregivers of the client. Contact must be with individuals identified as significant in the clients' life, and must be directly related to

the needs, goals and interventions of the TBS client plan. These 'collateral TBS' must meet the requirements of Title 9, CCR, Sections 1810.206 and 1840.314.

6. Reimbursement Criteria

TBS services shall be offered in a manner that is compliant with requirements for Medi-Cal reimbursement. To qualify for Medi-Cal reimbursement for TBS, a child/youth must meet the criteria in Sections a, b, and c below.

- a. Eligibility for TBS must meet criteria (i) and (ii).
 - Full-scope Medi-Cal beneficiary, unless authorized eligible by San Mateo County Mental Health Services, under 21 years, <u>and</u>
 - ii. Meets State medical necessity criteria for Medi-Cal Program.
- b. Member of the Certified Class must meet criteria (i), (ii), (iii), or (iv).
 - i. Child/youth is placed in a group home facility of RCL 12 or above and/or a locked treatment facility for the treatment of mental health needs which is not an Institution for Mental Disease which disqualifies them from receiving federally reimbursed Medi-Cal services; or
 - ii. Child/youth is being considered by the county for placement in a facility described in b.1 above; or
 - iii. Child/youth has undergone at least one emergency psychiatric hospitalization related to his/her current presenting disability within the preceding 24 months; or
 - iv. Child/youth previously received TBS while a member of the certified class.
- c. Need for TBS must meet criteria (i) <u>and</u> (ii).
 - i. The child/youth is receiving other specialty mental health services, and
 - ii. It is highly likely in the clinical judgment of the mental health provider that without the additional short-term support of TBS that:
 - The child/youth will need to be placed in a higher level of residential care, including acute care, because of a change in the child/youth's behaviors or symptoms which jeopardize continued placement in current facility; or
 - 2) The child/youth needs this additional support to transition to a lower level of residential placement. Although the child/youth may be

stable in the current placement, a change in behavior or symptoms is expected and TBS are needed to stabilize the child in the new environment. (The MHP or its provider must document the basis for the expectation that the behavior or symptoms will change.)

- II. Administrative Requirements (for all service components)
 - A. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).
 - B. Contractor shall submit a copy of any licensing report issued by licensing agency to County Mental Health Division Children and Youth Services Deputy Director.
 - C. Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.
 - D. Paragraph 9 of the Agreement and Paragraph I.S.3. of Schedule B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.
 - E. Contractor shall complete all State evaluation requirements.
 - F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
 - G. Effective July 1, 2003, Contractors providing federally funded health services may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility.
 - H. Contractor shall submit to County the cultural composition of Contractor's

staff in the third (3rd) quarter of the contract year.

III. Goals and Objectives

A. <u>Intensive Day Treatment Services</u>

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

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

B. Mental Health Services (Authorized by MHP)

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

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

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

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

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

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

Objective 1: Not more than twenty-five percent (25%) of latency aged youth accepted into the program shall be discharged to an acute psychiatric inpatient service.

D. All Programs

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

- Objective 1: All program staff shall receive culturally focused training and provide culturally appropriate services to youth and their families.
- Goal 2: Contractor shall enhance the program's family-professional partnership.
- Objective 1: Contractor shall involve each client's family in the treatment process. This shall be measured by a rating of "satisfied" in ninety percent (90%) of all questions related to involvement in the therapeutic process in the Parent Satisfaction Survey.

SCHEDULE B

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES 2001-2004

I. Payments

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

A. <u>Day Treatment Services (Intensive and Rehabilitative)</u>

- 1. For the period July 1, 2001 through June 30, 2002 for non-residential Day Treatment Intensive Services described in Paragraph I.A. of Schedule A, Contractor shall be paid at a rate of ONE HUNDRED FORTY DOLLARS AND FIFTY-SEVEN CENTS (\$140.57) per day, not to exceed two hundred ten (210) days for a total of TWENTY-NINE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$29,520).
- 2. For the period July 1, 2001 through June 30, 2002 for residential Day Treatment Intensive Services described in Paragraph I.B. of Schedule A Contractor shall be paid at a rate of ONE HUNDRED THIRTY DOLLARS (\$130) per day, not to exceed three hundred sixty-five (365) days for a total of FORTY-SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$47,450).
- 3. For the period July 1, 2002 through March 30, 2003 for Day Treatment Intensive Services described in Paragraph I.C. of Schedule A., Contractor shall be paid at a rate of ONE HUNDRED THIRTY-FOUR DOLLARS (\$134.00) per day for two hundred fiftynine (259) days for a total of THIRTY-FOUR THOUSAND SEVEN HUNDRED SIX DOLLARS (\$34,706).
- 4. For the period April 1, 2003 through June 30, 2003 for Day Treatment Intensive Services described in Paragraph I.D.2. of Schedule A Contractor shall be paid at the rate of ONE HUNDRED THIRTY-FOUR DOLLARS (\$134.00) per day, and for Day Treatment Rehabilitative Services described in Paragraph I.D.3. of Schedule A Contractor shall be paid at the State Maximum Allowable (SMA) rate of ONE HUNDRED FIFTEEN DOLLARS AND FOURTEEN CENTS (\$115.14) per day, not to exceed sixty-four (64) days for both Day Treatment Intensive Services and Day Treatment Rehabilitative Services for a total of EIGHT THOUSAND FIVE HUNDRED SEVENTY-SIX DOLLARS (\$8,576).

- 5. For the period July 1, 2003 through June 30, 2004 for Day Treatment Intensive Services described in Paragraph I.D.2. of Schedule A Contractor shall be paid at the State Maximum Allowable (SMA) rate which currently is ONE HUNDRED EIGHTY-THREE DOLLARS AND FORTY-SIX CENTS (\$183.46) per day subject to Paragraph E of this Schedule B.
- 6. For the period July 1, 2003 through June 30, 2004 for Day Treatment Rehabilitative Services described in Paragraph I.D.3. of Schedule A Contractor shall be paid at the State Maximum Allowable (SMA) rate which currently is ONE HUNDRED EIGHTEEN DOLLARS AND NINETY-FOUR CENTS (\$118.94) per day subject to Paragraph E of this Schedule B.
- 7. For the period April 1, 2003 through June 30, 2004, for clients authorized for Day Treatment Rehabilitative Services who are receiving services in the Day Treatment Intensive Services program, County shall pay Contractor at the Day Treatment Rehabilitative Services rate specified in Paragraphs I.A.4.and I.A.6. in this Schedule B for the applicable time period. In no event shall County pay or be obligated to pay for Day Treatment Intensive Services and Day Treatment Rehabilitative Services for the same client on the same day.
- 8. Payment shall be made on a monthly basis upon receipt of invoice and all required documentation adhering to Medi-Cal guidelines for a Day Treatment Services (Intensive or Rehabilitative, as appropriate) program.
- 9. Prior authorization for Day Treatment Services (Intensive and Rehabilitative) is required and documentation must be provided for each day of service.
- 10. Effective April 1, 2003 Day Treatment Services (Intensive and Rehabilitative) are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.
- 11. Effective April 1, 2003, the billing unit for Day Treatment Services (Intensive and Rehabilitative) is a full day; services must be available more than four (4) hours each day the respective program is open. The client must be present for the entire program day for each day services are claimed. When a client is unavoidably absent for some part of the hours of operation, services will not be reimbursed if the client has not been present a minimum of fifty percent (50%) of the program day.

B. Medication Support Services (April 1, 2003 through June 30, 2003)

- 1. For the period April 1, 2003 through June 30, 2003 for Medication Support Services described in Paragraph I.D.4. of Schedule A, Contractor shall be paid at the rate of TWO DOLLARS AND SIXTY-FOUR CENTS (\$2.64) per minute, not to exceed five hundred forty (540) minutes for a total of ONE THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS AND SIXTY CENTS (\$1,425.60).
- 2. Payment shall be made on a monthly basis upon receipt of invoice and all required documentation adhering to Medi-Cal guidelines for Medication Support Services.
- 3. Authorization for Medication Support Services is required and documentation must be provided for each day of service.

C. Mental Health Services (April 1, 2003 through June 30, 2003)

- 1. For the period April 1, 2003 through June 30, 2003 for Mental Health Services described in Paragraph I.D.5. of Schedule A., Contractor shall be paid at the rate of EIGHTY DOLLARS (\$80) per hour, not to exceed twenty-one (21) hours or ONE THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$1,680).
- 2. Payment shall be made on a monthly basis upon receipt of invoice and all required documentation adhering to Medi-Cal guidelines for Mental Health Services.
- 3. Mental Health Services are not reimbursable when provided by Day Treatment staff during the same time period that Day Treatment Services (Intensive or Rehabilitative) are being provided.
- 4. Authorization for Mental Health Services is required and documentation must be provided for each day of service.

D. Outpatient Mental Health Services (April 1, 2003 through June 30, 2004)

- 1. For the period July 1, 2003 through June 30, 2004 for Medication Support Services described in Paragraph I.E.1. of Schedule A, County shall pay Contractor at the State Maximum Allowable (SMA) rate which currently is FOUR DOLLARS AND THIRTY-SEVEN CENTS (\$4.37) per minute subject to Paragraph E of this schedule B.
- For the period July 1, 2003 through June 30, 2004 for Mental Health Services described in Paragraph I.E.2. of Schedule A, County shall pay Contractor at the State Maximum Allowable (SMA) rate which currently is TWO DOLLARS AND THIRTY-SIX

CENTS (\$2.36) per minute subject to Paragraph E of this schedule B.

- 3. For the period July 1, 2003 through June 30, 2004 for Crisis Intervention described in Paragraph I.E.3. of Schedule A, County shall pay Contractor at the State Maximum Allowable (SMA) rate which currently is THREE DOLLARS AND FIFTY-TWO CENTS (\$3.52) per minute subject to Paragraph E of this schedule B.
- 4. For Medication Support Services, Mental Health Services, and Crisis Intervention, payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines,
 - b. Documentation for each minute of service, and
 - c. Documentation relating to each appropriate authorization.
- 5. For Medication Support Services, Mental Health Services, and Crisis Intervention Contractor agrees to accept a rate not to exceed the SMA. In the event that the SMA is less than the rate established in this Agreement, it is agreed the rates will be changed to the SMA. In no event shall the compensation rate for services under this Agreement exceed the SMA.
- E. <u>Day Treatment Services (Intensive and Rehabilitative) and Outpatient Mental Health Services (Medication Support Services, Mental Health Services, and Crisis Intervention)</u>

For the period July 1, 2003 through June 30, 2004 the combined total maximum of Day Treatment Services (Intensive and Rehabilitative) and Outpatient Mental Health Services (Medication Support Services, Mental Health Services, and Crisis Intervention), that County shall be obligated to pay shall not exceed NINETY-TWO THOUSAND NINE HUNDRED THIRTY DOLLARS AND FORTY CENTS (\$92,930.40).

F. Mental Health Services (Authorized by MHP)

- 1. For the period of July 1, 2001 through June 30, 2004 for Mental Health Services (Authorized by MHP) described in Paragraphs I.F. of Schedule A, Contractor shall be paid at the following rates:
 - Assessment Services (Non-MD): An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waivered, or registered mental health professional.

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

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

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

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

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

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

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

- 2. For the period July 1, 2001 through June 30, 2002 the maximum amount County shall be obligated to pay for services rendered under this component of the Contract shall not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000).
- 3. For the period July 1, 2002 through June 30, 2003 the maximum amount County shall be obligated to pay for services rendered under this component of the Contract shall not exceed THIRTY-ONE THOUSAND THIRTY DOLLARS (\$31,030).
- 4. For the period July 1, 2003 through June 30, 2004 the maximum amount County shall be obligated to pay for services rendered

- under this component of the Contract shall not exceed THIRTY THOUSAND DOLLARS (\$30,000).
- 5. The maximum amount County shall be obligated to pay for services rendered under this component of the Contract shall not exceed EIGHTY-SIX THOUSAND THIRTY DOLLARS (\$86,030) for the period July 1, 2001, through June 30, 2004.
- G. <u>Diagnostic Assessment Program</u> (July 1, 2001 through June 30, 2002)
 - 1. For the period services described in Paragraph I.G. of Schedule A., Contractor shall be paid at a rate of THREE HUNDRED SEVENTY-FIVE DOLLARS (\$375) per day, not to exceed three hundred and sixty-five (365) for a total of ONE HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$136,875). Contractor shall be reimbursed only for days of service provided.
 - 2. Payment shall be made on a monthly basis upon receipt of invoice.
- H. Therapeutic Behavioral Services (July 1, 2001 through June 30, 2002)
 - 1. For the services described in Paragraph I.H. of Schedule A Contractor shall be paid at a rate of SIXTY DOLLARS (\$60) per hour, for an average of two and a half (2.5) hours per day, not to exceed a total of FIFTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$54,750).
 - 2. Contractor shall only be reimbursed for hours worked by direct services staff. The cost of providing supervisory and administrative support is included in the SIXTY DOLLARS (\$60) per hour rate.
- I. Therapeutic Behavioral Services (July 1, 2002 through June 30, 2004)
 - 1. For the services described in Paragraph I.I. of Schedule A for the period July 1, 2002 through June 30, 2003, Contractor shall be paid at a rate of ONE DOLLAR AND SIXTEEN CENTS (\$1.16) per minute, for up to twelve thousand nine hundred thirty-one (12,931) minutes not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000).
 - 2. For the services described in Paragraph I.J. of Schedule A for the period July 1, 2003 through June 30, 2004, Contractor shall be paid at a rate of ONE DOLLAR AND FORTY-SEVEN CENTS (\$1.47) per minute, for up to ten thousand two hundred four (10,204) minutes not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000).
 - 3. Contractor shall only be reimbursed for minutes worked by direct services staff. The cost of providing supervisory and administrative

- support is included in the per minute rates above.
- 4. The billing unit for Therapeutic Behavioral Services (TBS) is staff time, based on minutes.
- TBS are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except on the day of admission to those services. TBS are reimbursable during Day Treatment Intensive or Day Rehabilitation services when the provider is not a staff member during the same time period of the Day Treatment program.
- J. Contractor agrees to either accept a rate not to exceed the SMA or to discontinue provision of these services as of the effective date for the new rate. In the event that the SMA is less than the rate established in this Agreement, it is agreed the rates will be changed to the SMA. In no event shall the compensation rate for services under this Agreement exceed the SMA.
- K. In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed FIVE HUNDRED TWENTY-THREE THOUSAND NINE HUNDRED FORTY-THREE DOLLARS (\$523,943).

L. Monthly Reporting

- 1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.
- 2. Effective July 1, 2003 a completed service reporting form(s) will accompany the invoice and provide back-up detail for the invoiced services ("Service Reporting Form(s)"). The Service Reporting Form(s) will be provided by County, and will be completed by Contractor according to the instructions accompanying the Service Reporting Form(s).
- M. The Director of Health Services or her designee shall be given signing authority to execute minor amendments and adjustments to the Agreement up to an aggregate of \$25,000 for the term of the Agreement.
- N. Contractor shall submit to County a year-end cost report no later than ninety (90) days following the end of each fiscal year, and 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.
- O. If County finds that performance is inadequate, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated, subject to the provisions of Paragraph 13, of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement.
- P. Should the volume of need require it, County and Contractor reserve the right to amend this Agreement to provide for more services and to increase the Agreement maximum.
- Q. In the event Contractor claims or receives payment from County of service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at this option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- R. Medi-Cal cases seen under this Agreement are to be reimbursed by the Mental Health Division. No other revenue sources may be collected for Medi-Cal clients. Under no circumstances may Medi-Cal eligible clients be charged for services provided.
- S. Claims Certification and Program Integrity (effective July 1, 2003)
 - 1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
 - 2. Contractor shall certify to the County, in writing under penalty of perjury, for each monthly claim when submitted to the County for reimbursement. Contractor shall use the service reporting form provided by the County. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Schedule A of this Agreement to receive services at the time the services were provided to the beneficiary.

- c. The services included in the claim were actually provided to the beneficiary.
- Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9,
 Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
- e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - i. For each beneficiary with (day rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) included in the claim, all requirements for Contractor payment authorization for (day rehabilitation / day treatment intensive / EPSDT supplemental specialty mental health services) were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
- 3. Except as provided in Paragraph II.D. of Schedule A relative to medical records, Contractor agrees to keep for a minimum period of three (3) years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification			
Name of Contractor: Contact Person:	Edgewood Center to Nancy Rubin, Exec	or Children and Families utive Director	
Address:	1801 Vicente Stree	t	
	San Francisco, CA		
Phone Number:	415-681-3211	Fax Number: <u>41</u>	<u>5-681-1065</u>
Il Employees			
Does the Contractor ha	ave any employees? _	Yes No	
Does the Contractor pro	ovide benefits to spou	ses of employees? 📈	esNo
If the answe	r to one or both of the al	pove is no, please skip to Se	ction IV.
its employees with Yes, the Contractor employees in lieu No, the Contractor The Contractor is	or complies by offering a spouses and its empor complies by offering of equal benefits. If does not comply.	gequal benefits, as define loyees with domestic par gaining agreement which (date).	tners. ent to eligible
IV Declaration			
foregoing is true and	correct, and that I am	laws of the State of Calif authorized to bind this er	ntity contractually.
Executed this <u>2nd</u> day	of <u>December</u> , 200	Name (Pleas	e Print)
Nancy Rubin, CZO		Contractor Tax Identi	fication Number

COUNTY OF SAN MATEO

HEALTH SERVICES ADMINISTRATION

MEMORANDUM

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Priscilla Morse, Risk Management/Insurance Division

FROM:

Liz Kauk (ext. 2242), Mental Health Services/PONY #MLH 322

CO	NTD	AC	OR:
-	AI N	\mathbf{A}	IUK.

Edgewood Center for Children and Families

DO THEY TRAVEL:

Yes

PERCENT OF TRAVEL TIME;

NUMBER OF EMPLOYEES:

Yes

DUTIES (SPECIFIC):

See attached

COVERAGE:

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

\$1,000,000 \$1,000,000

\$1,000,000

SYes

MODIFY

REMARKS/COMMENTS:

ACORD. CERTIFICATE OF LIABILI	TY INSURANCE CSR CL DATE (MM/DD/YYY) EDGEW-2 03/11/03				
RODUCER Costello & Sons Insurance Brokers, Inc. 1752 Lincoln Avenue	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.				
San Rafael CA 94901 Phone: 415-455-1515	INSURERS AFFORDING COVERAGE NAIC #				
NSURED Edgewood Center for Children	INSURERA: Riverport Ins. Companies of CA				
& Families. The Auxilary of	INSURER 8:				
Edgewood, Friends of Edgewood	INSURER C:				
1801 Vicente Street San Francisco CA 94116	INSURER D:				
San Flancisco CR 94110	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.

LTRI	NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	S
		GENERAL LIABILITY				EACH OCCURRENCE	s 1000000
A	Γ	COMMERCIAL GENERAL LIABILITY	RP0003740	03/01/03	03/01/04	PREMISES (Es cocurenco)	s 500000
}		CLAIMS MADE X OCCUR				MED EXP (Any one person)	s 10000
	Γ	X Prof Liab-ESO 1ml				PERSONAL & ADV INJURY	s 1000000
	Γ					GENERAL AGGREGATE	s 2000000
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		HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
.						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	Γ	ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	s5,000,000
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A		ine	RP0003740	03/01/03	03/01/04	Emp Dis Ded	250,000 1,000

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

** 10 days notice of cancellation for non-payment of premium. D&O

Limit:\$10,000,000 w/\$5000. dedl.

Health Service Contract.

CERTIFICATE HOLDER

SANMA-4

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

CANCELLATION

© ACORD CORPORATION 1988

7	ACORD OFFICE	ATE SELLABOR	1754 1510	15000		AL CAN LAC	
F	ACORD CERTIFIC	ALE OF LIABIL	IIY INS	UKANC			
יספ	Acordia of CA Ins. Serv CA License# 0352275		ONLY AN	D CONFERS N THIS CERTIFICA	UED AS A MATTER C IO RIGHTS UPON TI ATE DOES NOT AME AFFORDED BY THE P	HE CERTIFICATE ND, EXTEND OR	
45 Fremont St., Suite 800				COMPANIES AFFORDING COVERAGE			
	San Francisco, CA 941	05	COMPANY A	State Compens	ation Ins Fund		
UF	RED Edgewood Center for C	hildren	COMPANY B				
	and Families 1801 Vicente Street	•	COMPANY				
	San Francisco CA 9	4116	COMPANY				
	VERAGES THIS IS TO CERTIFY THAT THE POLICIE INDICATED, NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC	REQUIREMENT, TERM OR CONDITION OF CONDITION	ON OF ANY CONTI	RACT OR OTHER D	OCUMENT WITH RESPECT HEREIN IS SUBJECT TO	TO WHICH THIS	
3	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	6	
_	GENERAL LIABILITY			•	GENERAL AGGREGATE	8	
	COMMERCIAL GENERAL LIABILITY	·			PRODUCTS - COMP/OP AGG	\$	
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					FIRE DAMAGE (Any one fire)	6	
					MED EXP (Any one person)	\$	
	AUTOMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT	8	
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	6	
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	6	
					PROPERTY DAMAGE	6	
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	THE PROPRIETOR/ PARTNERS/EXECUTIVE INCL				EL DISEASE - POLICY LIMIT	\$ 1000000	
	OFFICERS ARE: EXCL	· · · · · · · · · · · · · · · · · · ·			EL DISEASE - EA EMPLOYEE	\$ 1000000	
	OTHER						
S	CRIPTION OF OPERATIONS/LOCATIONS/VEHICLE	S/SPECIAL ITEMS	l	J	<u> </u>	<u></u> -	
		•					
	10 Day notice for non payment of p	remium.					

PREFICATE HOLDER

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

CANCILLATION

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

AUTHORIZED REPRESENTATIVE