

AMENDMENT ONE TO THE AGREEMENT WITH  
ACHIEVEKIDS (FORMERLY KNOWN AS ACHIEVE)

THIS AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and  
AchieveKids (formerly known as Achieve) (hereinafter called "Contractor"),

W I T N E S E T H:

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

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

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

1. Paragraph 2.A. Maximum Amount is hereby deleted and replaced with the  
following:
  - A. Maximum Amount. In full consideration of Contractor's  
performance of the services described in Schedule A, the amount  
that County shall be obligated to pay for services rendered under  
this Agreement shall not exceed NINE HUNDRED FIFTY  
THOUSAND SEVEN HUNDRED TWELVE DOLLARS (\$950,712)  
for the term of the Agreement.
2. Paragraph 4. Hold Harmless is hereby deleted and replaced with the  
following:
  4. Hold Harmless  
Contractor shall indemnify and save harmless County, its  
officers, agents, employees, and servants from all claims, suits, or

actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (E) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

3. Paragraph 10. Compliance with Applicable Laws is hereby deleted and replaced with the following:

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as

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

In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

4. Paragraph 11.A.2) "In the case of Contractor" is hereby deleted and replaced with the following:

- 2) In the case of Contractor, to:

AchieveKids  
3860 Middlefield Road  
Palo Alto, CA 94303

5. Schedule A is hereby deleted and replaced with the Schedule A attached hereto.
6. 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 all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

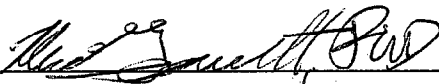
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement with AchieveKids (formerly known as Achieve), be amended accordingly.

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

COUNTY OF SAN MATEO

ACHIEVEKIDS  
(formerly known as Achieve)

By: \_\_\_\_\_  
Mark Church, President  
Board of Supervisors, San Mateo County

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

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

Date: 12/22/03 \_\_\_\_\_

ATTEST:

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

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

## SCHEDULE A

AchieveKids (formerly known as Achieve)  
2001-2004

### I. SERVICES

In full consideration of the payments herein provided for, Contractor shall provide the services described herein. Such services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services:

#### A. Non-Public School Intensive Mental Health Services (July 1, 2001 through January 31, 2003)

##### 1. Program Description

The Non-Public School Intensive Mental Health Services Program shall provide services to children, adolescents, and their families who have been referred by the Mental Health Services Division due to the child's or adolescent's need for treatment for acute mental, emotional, or behavioral disorders. All program activities must be available in both English and Spanish.

The primary focus of the program shall be milieu-based outpatient treatment. The treatment program shall be all inclusive, including medication assessment and treatment, classroom interventions, individual therapy, group therapy, case management, crisis intervention, and referrals to other community support services as appropriate. The program shall provide close coordination between each client's educational program and his/her mental health treatment to promote their successful adaptation to the educational setting.

In addition, Contractor shall work as a key partner in the existing system of care for children and youth. Clients in the program will have access to existing wrap-around services, e.g., respite care, shadow, etc.

Staff must be licensed or license eligible to provide therapy to emotionally disturbed children and youth. Contractor shall be expected to hire staff capable of working with a culturally diverse population including but not limited to Spanish-speaking population. Graduate school interns may be included in the treatment plan,

provided they are supervised by licensed professionals.

Referrals to this program shall be made jointly by the student's school district and the Mental Health Services Division staff. Referrals to the program will involve contact with the family, assessment of family needs, and development of a treatment plan.

If new mental health services are being considered, especially if these services are being considered during a placement transition phase, the designated San Mateo County Administrator will be informed prior to official recommendations to parents and/or other agency administrators.

Contractor shall provide reasonable advance notice to the designated San Mateo County contract administrator of all IEPs and/or case conferences regarding San Mateo clients. Contractor will also inform the contract administrator of any crisis and/or atypical event involving San Mateo County clients.

A well-coordinated transition plan (to less restrictive educational settings) will be mutually established between the program and the designated San Mateo County Administrator. Transitions shall be implemented within a clinically reasonable amount of time, as determined by Contractor and San Mateo County Administrator.

Discharge plans will be done collaboratively between the youth, family, school district, contract agency, and Mental Health Services staff.

Contractor shall participate in State of California required evaluation activities.

## 2. Units of Service

Contractor shall provide services to an average of six (6) youth per month over a twelve (12) month period. Contractor does not operate for three (3) weeks in August, one (1) week in April, three (3) weeks in December/January.

## B. Day Treatment Intensive Services (February 1, 2003 through June 30, 2003) formerly Non-Public School Intensive Mental Health Services

1. Contractor shall provide Day Treatment Intensive services to six (6) seriously emotionally and behaviorally disturbed youth between the ages of thirteen (13) and eighteen (18). These youth are San Mateo County residents who are placed in Contractor's Day Treatment Intensive Services program, which operates Monday, Tuesday, Thursday and Friday from 9:00 AM to 2:30 PM, and

Wednesday from 9:00 AM to 1:30 PM. The Day Treatment Intensive Services program operates for forty-five (45) weeks of the year over a twelve (12) month period. Contractor does not operate for three (3) weeks in August, one (1) week in April, three (3) weeks in December/January.

2. The program is multi-disciplinary in its approach and provides a range of treatment services, including, but not limited to:
  - a. Psychological assessment, evaluation, and plan development,
  - b. Education/special education programming,
  - c. Occupational and speech/language and recreation therapies,
  - d. Individual, group and family psychotherapy,
  - e. Psychosocial, functional skills development,
  - f. Crisis intervention,
  - g. Outreach social services, and
  - h. Medication assessment and medication management.
  
3. Day Treatment Intensive Services shall occur in a therapeutic milieu. The purposes of the therapeutic milieu are as follows:
  - a. To provide the foundation for the provision of day treatment intensive services and differentiate these services from other specialty mental health services;
  - b. To include a therapeutic program that is structured by well-defined service components with specific activities being performed by identified staff;
  - c. To create a supportive and nurturing interpersonal environment that teaches, models, and reinforces constructive interaction;
  - d. To support peer/staff feedback to clients on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress;
  - e. 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
  - f. 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.
  
4. 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 program. One program staff member must be present and available to the group during the milieu for all scheduled hours of therapeutic milieu.

- a. 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 waived staff practicing within their scope of practice. This service does not include physiological interventions, including medication intervention.
- b. 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.
- c. 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.
- d. Adjunctive Therapies: non-traditional therapy that utilizes self-expression (for example: art, recreation, dance, and music) as the therapeutic intervention.

## 5. 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:

- a. Schedule for the day,
- b. Any current events,
- c. Individual issues that clients or staff wish to discuss to elicit support of the group process,
- d. Conflict resolution within the milieu,



- e. Planning for the day, the week or for special events,
- f. Old business from previous meetings or from previous day treatment experiences, and
- g. Debriefing or wrap-up.

6. Weekly Schedule

A detailed written weekly schedule will be made available by 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.

7. Excluded Activities

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

8. Contact with Significant Support Persons

The 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.

9. Crisis Response

The program must have an established protocol for responding to clients experiencing a mental health crisis. This protocol 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.

10. 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 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 services Contractor must meet the following authorization requirements.

- a. Contractor must request prior authorization for payment from County using the Authorization Form or a similar form approved by County, and clinical documentation that establishes the need for the service.
- b. Contractor must provide an additional prior authorization for services that exceed five (5) days per week.
- c. Contractor must request authorization for the continuation of services at least every three (3) months or more frequently, if requested by County.
- d. Contractor must request prior authorization for the provision of counseling, psychotherapy, and other similar intervention services beyond those provided in the Intensive Day Treatment Services. These services may not be provided at the same time as Intensive Day Treatment 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.
- e. Authorization must specify the number of days per week as well as the length of time services will be provided.

#### 11. Documentation

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

- a. Client treatment plans will:
  - i. Be provided to the Deputy Director of Youth Services or her designee within ten (10) days of admission to the program;
  - ii. Be updated at least annually;
  - iii. Have specific observable and/or specific quantifiable goals;
  - iv. Identify the proposed type(s) of intervention;
  - v. Have a proposed duration of intervention(s); and
  - vi. Be signed (or electronic equivalent) by:
    - 1) The person providing the service(s),
    - 2) A person representing a team or program

- providing services, or
- 3) 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
    - a) Physician,
    - b) Licensed/registered/waivered psychologist,
    - c) Licensed/registered/waivered social worker,
    - d) Licensed/registered/waivered MFT, or
    - e) Registered nurse who is either staff to the program or the person directing the service.

b. **Client Progress Notes**

Day Treatment Intensive services require:

- i. Daily progress notes on activities, and
- ii. Weekly clinical summaries, which must be signed (or electronic equivalent) by a:
  - 1) Physician,
  - 2) Licensed/waivered/registered psychologist,
  - 3) Clinical social worker,
  - 4) MFT, or
  - 5) Registered nurse who is either staff to the program or the person directing the service.
- iii. 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.

12. **Staffing**

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

- a. **Staff Qualifications:** Commensurate with scope of practice, Day Treatment Intensive services 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, Family and Child Counselor,
  - v. Registered Nurse,
  - vi. Licensed Vocational Nurse,

- vii. Licensed Psychiatric Technician,
- viii. Occupational Therapist, or
- ix. 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.

- b. 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 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 staff and in other capacities.

- 13. Contractor will participate in all outcome data activities requested by the San Mateo County Mental Health Services Division.

C. Day Treatment Rehabilitative Services (July 1, 2003 through June 30, 2004)

1. General Program Description

- a. Day Treatment Rehabilitative Services is a structured program that provides services to a distinct group of beneficiaries. The Day Treatment Rehabilitative Services program 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. For seriously emotionally disturbed children and adolescents, Day Treatment Rehabilitative Services focus on maintaining individuals in their community and school settings, consistent with their requirements for learning and development and enhanced self-sufficiency. Services address delayed personal growth and development and may be integrated with an education program. A key component of Day Treatment Rehabilitative Services is contact with the families of the individuals. There is a clearly established site for services although all services do not need to be delivered at that site. Service activities may include, but are not limited to, assessment, plan development, therapy, rehabilitation and collateral.

2. Description of Day Treatment Rehabilitative Services to be performed by Contractor

- a. For the period July 1, 2003 through June 30, 2004, Contractor shall provide Day Treatment Rehabilitative Services to San Mateo County youths between the ages of thirteen (13) and eighteen (18) authorized for Day Treatment Rehabilitative Services by the Deputy Director of Youth Services or her designee. Such youths shall be San Mateo County residents who are placed in the Contractor's Day Treatment Rehabilitative Services program, which operates Monday, Tuesday, Thursday and Friday from 9:00 AM to 2:30 PM, and Wednesday from 9:00 AM to 1:30 PM. During FY 2003-2004 Contractor's Day Treatment Rehabilitative Services program shall operate, two hundred sixteen (216) days, or forty-five (45) weeks of the year over a twelve (12) months period. Contractor does not operate its Day Treatment Rehabilitative Services program for three (3) weeks in August, one (1) week in April, and three (3) weeks in December/January.
- b. The Day Treatment Rehabilitative Services 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. Medication assessment and medication management,
  - v. Psychosocial/functional skills development,
  - vi. Crisis intervention, and
  - vii. Outreach social services.

- c. Day Treatment Rehabilitative 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 Rehabilitative Services and differentiate these services from other specialty mental health services;
  - ii. 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 Day Treatment Rehabilitative 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 program. One program staff member must be present and available to the group during the milieu for all scheduled hours of therapeutic milieu.

- i. 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.
- ii. 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.

- iii. 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. The content of the meeting must include, at minimum, the following:

- i. Schedule for the day,
- ii. Any current event,
- 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 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 Rehabilitative 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 Rehabilitative 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 Rehabilitative 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 services Contractor must meet the following authorization requirements:

- i. Contractor must request prior authorization for payment from County using the Authorization Form or a similar form 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 six (6) months or more frequently, if requested by County.
- iv. Contractor must request prior authorization for the provision of counseling and other similar intervention services beyond those provided in the Rehabilitative Day Treatment Services. These services may not be provided to a Rehabilitative Day Treatment Services client during the Rehabilitative Day Treatment Services program hours, even if such service is



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 Rehabilitative Services.) Reauthorization of these services must occur on the reauthorization schedule determined by the Deputy Director of Youth Services or her designee and no later than on the same cycle as reauthorization for Day Treatment Rehabilitative 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 program staff signed by a licensed, waived or registered staff member. A copy of this plan will be provided to the Deputy Director of Youth Services or designee upon admission and every six (6) months thereafter.

i. Client treatment plans will:

- 1) 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),
  - 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

- v) MFT, or  
Registered nurse who is either  
staff to the program or the person  
directing the service.

- ii. **Client Progress Notes**  
Day Treatment Rehabilitative 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.

### I. Staffing

- i. **Staff Qualifications: Commensurate with scope of practice, Day Treatment Rehabilitative 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, or
  - 9) 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. At a minimum there must be an average ratio of at least one professional staff member (see staffing list above) to ten individuals ( $1:\leq 10$ ) in attendance during the period the program is open. In Day Treatment Rehabilitative 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.C.2.I. of this Schedule A. 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 Rehabilitative Services staff and in other capacities.

m. Medication Support Services

- i. 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.
- ii. 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.
- iii. Medication Support Services include:
  - 1) Evaluation of the need for medication, prescribing and/or dispensing,
  - 2) Evaluation of clinical effectiveness and side effects of medication,
  - 3) Obtaining informed consent for medication(s),
  - 4) Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).
- iv. 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. Outpatient Mental Health Services (July 1, 2003 through June 30, 2004)

The Outpatient Mental Health Services described in this Paragraph D shall not apply to clients receiving Day Treatment (Rehabilitative or Intensive) Services.

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 not to exceed an average of one hundred twenty (120) minutes 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.
- c. 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), and
  - iii. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).
- d. 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.

## 2. Mental Health Services

- a. Mental Health Services are those individual or family 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 up to an average of two hundred forty (240) minutes per month. Additional Mental Health Services shall be provided, if medically necessary, when pre-authorized by the Deputy Director of Mental Health Services or her designee.
- 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 the following:
  - i. Individual Therapy: Individual therapy therapeutic interventions consistent with the consumer's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family therapy when the individual is present.
  - ii. Group Therapy: 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).

## 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. Crisis Intervention as described in this Paragraph I.D.3. is a separate service from crisis intervention service which is an expected part of Day Treatment Rehabilitative Services set forth in Paragraph I.C,

- b. Contractor shall provide Crisis Intervention if medically necessary.
- c. Crisis Intervention services are reimbursed by minutes of service. To be considered for payment Crisis Intervention must be:
  - i. Retroactively authorized by the Deputy Director of Mental Health Services or her designee, and
  - ii. Provided during non-Day Treatment (Rehabilitative and/or Intensive) Services hours only.
- d. All clinical documentation must accompany the monthly invoice.

E. Wrap-Around Funds Administration (July 1, 2001 – October 31, 2003)

- 1. Contractor shall manage the fiscal distribution of the Wrap-Around Funds for the Child-Youth System of Care. Upon receiving Mental Health Services Division authorized requests for Wrap-Around-Funded goods and services, Contractor shall appropriate the amount requested to a specified vendor or to reimburse a provider.
- 2. Wrap-Around includes the following activities:
  - a. Processing checks (postal costs included),
  - b. Administrative time in receiving authorized funds, returning documentation of completed transactions, and sending fiscal expenditure reports to Mental Health Services Division Administration; and
  - c. Bonding insurance coverage costs (liability coverage separate from typical malpractice requirements).
- 3. Types of Wrap-Around/Flexible Funds include:
  - a. General Wrap-Around: Flexible funds to purchase goods and services for children/youth with serious emotional and behavioral disorders at risk of more restrictive levels of educational and residential placement. Subcategories of General Wrap-Around Funds are: After-school/shadow services, respite care, and others.
  - b. Wrap-Around Pilot Funds: Flexible funds to purchase goods and services for up to thirty (30) identified youth at risk of high level out-of-home care or returning from high level out-of-home care to home or home-like settings as authorized through Solis Bill, SB 163.

- c. Supportive Treatment Options Program (STOP): Flexible funds to purchase goods and services for non-Medi-Cal eligible children/youth at risk of any level of foster care placement or returning from any level of foster care placement.

4. Specific responsibilities shall include:

- a. Receiving and processing Wrap-Around Fund requests for payments. At receipt of these requests, Contractor will provide confirmation of receipt.
- b. Issuance of checks to specified vendors and providers on a daily basis, Monday through Friday, within one (1) working day of receiving Wrap-Around request for payment. For emergency situations (as determined by Mental Health Services Division Child/Youth Management staff), Wrap-Around Fund requests should be processed and check issued the same day the emergency request is received.
- c. Maintain proper documentation of checks distributed and transactions completed.
- d. Provide monthly fiscal reports of Wrap-Around Fund expenditures by designated categories as requested by Mental Health Services. Data disks are to be submitted along with the monthly reports.

F. Shadow Services Administration (July 1, 2001 – October 31, 2003)

- 1. Contractor shall manage the administration of the Shadow Program and work collectively with San Mateo County Mental Health Division.
- 2. Shadows shall be employee of the Contractor. Contractor shall be responsible for:
  - a. Conducting interview of prospective shadows (in collaboration with County Mental Health), and
  - b. Obtaining fingerprint clearance.

II. ADMINISTRATIVE REQUIREMENTS

- 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.N.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 (18<sup>th</sup>) 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 (3<sup>rd</sup>) quarter of each year of the Agreement.
- I. Contractor will participate in all outcome data activities requested by the San Mateo County Mental Health Services Division.

### III. GOALS AND OBJECTIVES

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

- A. Non-Public School Intensive Mental Health Services (July 1, 2001 through January 31, 2003)

Goal 1: Contractor shall maintain clients in the least restrictive



environment.

Objective 1: No more than twenty percent (20%) of the children will leave during the year for a special education mental health residential treatment program.

Objective 2: At least twenty percent (20%) of the children and adolescents who have been in the program a full year will be transitioned to a less restrictive setting.

Goal 2: Contractor shall avoid more intensive levels of mental health services.

Objective 1: The total number of hospital days for all clients who have been in the program for at least six (6) weeks will use no more than forty (40) psychiatric hospital days during the fiscal year.

**B. Day Treatment Services (Intensive or Rehabilitative) (February 1, 2003 - June 30, 2004)**

Goal 1: Contractor shall prevent hospitalization and utilization of more intensive levels of residential placement.

Objective 1: There will be no more than one (1) psychiatric hospitalization during the course of Day Treatment Services (Intensive or Rehabilitative) per enrolled youth.

**C. Wrap-Around Funds Administration**

Goal 1: Contractor will provide timely payment for authorized goods and services for clients.

Objective 1: Ninety-five percent (95%) of regular requests received on time will result in checks cut and in the mail within one (1) working day.

**D. All Programs**

Goal 1: Contractor shall administer client satisfaction survey for all clients seen more than five (5) times.

Objective 1: At least eighty percent (80%) of families will express satisfaction with the services received based on a Client Satisfaction Questionnaire.

Goal 2: Contractor shall enhance the partnership between families and staff in providing mental health services to families and

their children.

**Objective 1:** Contractor shall develop a Parent Council which shall meet at least three (3) times during each contract year and shall:

- a. Give input into agency policy/planning;
- b. Plan activities (meetings, speakers, trainings, etc.) which would be helpful to families and support them and their children; and
- c. Help with fund-raising events.

## SCHEDULE B

### AchieveKids (formerly known as Achieve) 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. Non-Public School Intensive Mental Health Services

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED SEVENTY-SIX THOUSAND SIXTY-FIVE DOLLARS (\$176,065) for Non-Public School Intensive Mental Health Services provided under Paragraph I.A. of Schedule A.

1. For the first (1<sup>st</sup>) year of the term of the Agreement (July 1, 2001 through June 30, 2002), County shall pay Contractor at a rate of ONE THOUSAND FIVE HUNDRED THIRTY-ONE DOLLARS (\$1,531) per youth served per month, for an average of six (6) youths for twelve (12) months. In no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED TEN THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS (\$110,232) for the period July 1, 2001 through June 30, 2002
2. For the period July 1, 2002 through January 31, 2003, County shall pay Contractor at a rate of ONE THOUSAND FIVE HUNDRED THIRTY-ONE DOLLARS (\$1,531) per youth served per month, for six (6) to seven (7) youths for seven (7) months. In no event shall County pay or be obligated to pay Contractor more than the sum of SIXTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS (\$65,833) for the period July 1, 2002 through January 31, 2003.

##### B. Day Treatment Intensive Services

1. For the period February 1, 2003 through June 30, 2003 for Day Treatment Intensive Services described in Paragraph I.B of Schedule A. Contractor shall be paid at a rate of ONE THOUSAND FIVE HUNDRED THIRTY-ONE DOLLARS (\$1,531) per youth served per month, for an average of six (6) youths for five (5) months. In no event shall County pay or be obligated to pay Contractor more than the sum of FORTY-FIVE THOUSAND NINE HUNDRED THIRTY DOLLARS (\$45,930) for the period February

1, 2003 through June 30, 2003.

2. 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 Intensive Program.
3. Prior authorization for Day Treatment Intensive Services is required and documentation must be provided for each day of service.
4. The billing unit for Day Treatment Intensive Services in San Mateo County is a full day. Services must be available more than four (4) hours each day the program is open. The client must be present for the entire program day for each day services are claimed. On an exceptional occasion when a client is unavailable for the entire program day, the client must be present a minimum of fifty percent (50%) of the program day for that day's services to be claimed.
5. Day Treatment Intensive Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

C. Day Treatment Rehabilitative Services and Outpatient Mental Health Services

1. Day Treatment Rehabilitative Services

- a. For the period July 1, 2003 through June 30, 2004 for Day Treatment Rehabilitative Services described in Paragraphs I.C.1.a. through I.C.2.I. of Schedule A the following shall apply:
  - i. Contractor shall be paid at a rate of ONE THOUSAND SEVENTY DOLLARS (\$1,070) per youth served per month subject to Paragraph C.3. of this Schedule B.
  - ii. 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 Rehabilitative Services program.
  - iii. Prior authorization for Day Treatment Rehabilitative Services is required and documentation must be provided for each day of service.
  - iv. The billing unit for Day Treatment Rehabilitative Services in San Mateo County is a full day. Services

must be available more than four (4) hours each day the program is open. The client must be present for the entire program day for each day services are claimed. On an exceptional occasion when a client is unavailable for the entire program day, the client must be present a minimum of fifty percent (50%) of the program day for that day's services to be claimed.

- v. Day Treatment Rehabilitative 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.

b. Medication Support Services

For the period July 1, 2003 through June 30, 2004 for Medication Support Services described in Paragraph I.C.2.m. of Schedule A the following shall apply:

- i. 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 I.C.3. of this Schedule B.
- ii. Payment shall be made on a monthly basis upon County's receipt of documentation for each minute of service, and documentation relating to each appropriate authorization.
- iii. 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.

3. Outpatient Mental Health Services

- a. For the period July 1, 2003 through June 30, 2004 for Medication Support Services described in Paragraph I.D.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 C.3. of this Schedule B.
- b. For the period July 1, 2003 through June 30, 2004 for Mental Health Services described in Paragraph I.D.2. of Schedule A, County shall pay Contractor at the State

Maximum Allowable (SMA) rate which currently is TWO DOLLAR AND THIRTY-SIX CENTS (\$2.36) per minute subject to Paragraph C.3. of this Schedule B.

- c. For the period July 1, 2003 through June 30, 2004 for Crisis Intervention described in Paragraph I.D.4. 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 C.3 of this Schedule B.
- d. 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:
  - i. All required documentation adhering to Medi-Cal guidelines,
  - ii. Documentation for each minute of service, and
  - iii. Documentation relating to each appropriate authorization.
- 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.

3. Maximum Payment for Day Treatment Rehabilitative Services and Outpatient Mental Health Services

For the period July 1, 2003 through June 30, 2004 the combined total maximum of Day Treatment Rehabilitative Services, Medication Support Services, Mental Health Services, and Crisis Intervention that County shall pay or be obligated to pay shall not exceed ONE HUNDRED TEN THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS (\$110,232).

D. Wrap-Around Funds Administration and Shadow Services Administration

Contractor shall receive a maximum amount of SIX HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS (\$618,485) for the period July 1, 2001 through October 31, 2003 for provision of the Wrap-Around Funds Administration and Shadow Services Administration described in Paragraphs I.E. and I.F. of Schedule A.

- 1. For the first (1<sup>st</sup>) year of the term of the Agreement (July 1, 2001 through June 30, 2002), County shall pay Contractor no more than the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

2. For the second (2<sup>nd</sup>) year of the term of the Agreement (July 1, 2002 through June 30, 2003), County shall pay Contractor no more than the sum of SEVENTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS (\$78,485).
  3. For the third (3<sup>rd</sup>) year of the term of the Agreement (July 1, 2003 through October 31, 2003), County shall pay Contractor no more than the sum of FORTY THOUSAND DOLLARS (\$40,000).
  4. Each month Contractor shall be reimbursed for the previous month's Wrap-Around Funds Administration expenditures plus administrative costs. Administrative costs shall be reimbursed at a rate of ten percent (10%) of total Wrap-Around Funds Administration expenditure for each month. Expenditures should be reported monthly per designated categories.
  5. Any unexpended funds remaining with Contractor shall be returned to County by December 31, 2003.
- E. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed NINE HUNDRED FIFTY THOUSAND SEVEN HUNDRED TWELVE DOLLARS (\$950,712).
- F. Consistent with contract approval level limitations in County Administrative Memorandum B-1, the Director of Health Services will be authorized to execute amendments and modifications to this agreement, not to exceed \$25,000 in aggregate.
- G. In the event of a decrease in the State Maximum Allowance (SMA) for services provided pursuant to this Agreement, Contractor agrees to either accept rate(s) not to exceed the SMA or to discontinue provision of these services as of the effective date for the new rate(s). In the event that the SMA is less than the rate(s) established in this Agreement, it is agreed the rate(s) will be changed to the SMA. In no event shall the compensation rate(s) for services under this Agreement exceed the SMA.
- H. Medi-Cal cases seen under this Agreement are to be reimbursed by the Mental Health Services 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 herein.
- I. Monthly Reporting
1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which

claim is made.

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).
- J. 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.
- K. If County or Contractor finds that performance is inadequate, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 12 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- L. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- M. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
- N. 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 at the time the services were provided to the beneficiary.
  - c. The services included in the claim were actually provided to the beneficiary.
  - d. 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.
  - f. 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.
  - g. 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 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: AchieveKids  
Contact Person: Michael Gennette  
Address: 3860 Middlefield Road  
Palo Alto, CA 94303-4716  
Phone Number: (650) 494-1200 Fax Number: (650) 494-1243

### II Employees

Does the Contractor have any employees?  Yes \_\_\_ No

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

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

### III Equal Benefits Compliance (Check one)

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

### IV Declaration

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

Executed this 22 day of December, 2003, at Palo Alto, CA.  
(City) (State)

  
Signature

Executive Director  
Title

Michael Gennette, PWS  
Name (Please Print)

770412221  
Contractor Tax Identification Number

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: November 10, 2003

TO: Priscilla Morse, Risk Management/Insurance Division  
FROM: Liz Kauk (ext. 2242), Mental Health Services/PONY #MLH 322

CONTRACTOR: AchieveKids

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

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

APPROVE ✓ WAIVE \_\_\_\_\_ MODIFY \_\_\_\_\_

REMARKS/COMMENTS:

Priscilla Morse  
SIGNATURE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NA  
ACHIEVE

DATE (MM/DD/YYYY)  
07/03/03

**PRODUCER**  
MICOR Insurance Brokers, Inc.  
License #0602953  
2025 Gateway Place #119  
San Jose CA 95110  
Phone: 408-453-8222 Fax: 408-453-8225

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

**INSURED**  
  
**AchieveKids**  
3860 Middlefield Road  
Palo Alto CA 94303-4716

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: N.I.A.C.	
INSURER B: North American Elite Ins. Co.	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional <input checked="" type="checkbox"/> Volunteers GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	200305912NPO	07/01/03	07/01/04	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$ 50,000 MED EXP (Any one person) \$ \$ 5,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$1,000,000 PRODUCTS - COMP/OP AGG \$ \$1,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Physical Damage	200305912NPO	07/01/03	07/01/04	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$250 COMP. DED. \$500 COLL. DED.
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	200305912UMB	07/01/03	07/01/04	EACH OCCURRENCE \$ \$2,000,000 AGGREGATE \$ \$2,000,000 \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		<b>OTHER</b> Personal Property \$1000 Ded.	CWB00009940005912	07/01/03	07/01/04	San Jose \$295,000 Palo Alto \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \* 10 DAYS NOTICE IN THE EVENT OF NON-PAYMENT OF PREMIUM \*

CERTIFICATE HOLDER	CANCELLATION
SAN MATEO CO - MENTAL HEATHL SERV. DIV. ATTN: HARY VOZIKES 225 WEST 37TH AVENUE SAN MATEO CA 94403 SANM001	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 MICOR Insurance Brokers, Inc.

# NOTEPAD

INSURED'S NAME AchieveKids

ACHIEVE  
OP ID NA

PAGE 2  
DATE 07/03/08

## FIDELITY COVERAGE:

Carrier: Hartford Insurance Company  
Policy #: 57BDDAF9332  
Limit: \$250,000 Employee Dishonesty  
\$250,000 Forgery  
Ded. \$500

CERTIFICATE HOLDER COPY

**STATE** P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

COMPENSATION  
INSURANCE

**FUND** CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

JANUARY 30, 2004

GROUP:  
POLICY NUMBER: 1639432-2003  
CERTIFICATE ID: 23  
CERTIFICATE EXPIRES: 07-01-2004  
07-01-2003/07-01-2004

SAN MATEO MENTAL HEALTH  
ATTN: LIZ CAUK  
225 WEST 37 AVENUE  
SAN MATEO CA 94403

This is to certify that we have issued a valid Worker's Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance 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.

AUTHORIZED REPRESENTATIVE

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2003 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

ACHIEVE KIDS  
3860 MIDDLEFIELD RD  
PALO ALTO CA 94303