

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SUNNY HILLS CHILDREN'S GARDEN**

THIS AGREEMENT, entered into this _____ day of _____, 2004 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sunny Hills Children Garden hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing residential, educational, and community-based mental health services to severely emotionally disturbed children and youth.

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

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Contractor's 03-04 budget

Attachment I—§504 Compliance

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed ONE HUNDRED FORTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-EIGHT DOLLARS (\$147,858).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2003 through June 30, 2004

This Agreement may be terminated by Contractor, the Director of Heath Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.

7. 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, (C) 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 (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party to provide services required by contractor under this agreement without the prior written consent of County. Any such assignment or subcontract without the county's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County Manager of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

10. Compliance with laws; payment of Permits/Licenses.

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.

11. Non-Discrimination.

A. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractors employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

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

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain all required records for three years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law.

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

15. Notices.

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

In the case of County, to:

San Mateo County
Mental Health Services Division
225 – 37th Avenue, 3rd Floor
San Mateo, CA 94403

In the case of Contractor, to:

Sunny Hills Children's Garden
300 Sunny Hills Drive
San Anselmo, CA 94960-1995

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

COUNTY OF SAN MATEO

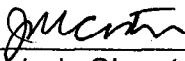
By: _____
Mark Church, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SUNNY HILLS CHILDREN'S GARDEN



Contractor's Signature

Date: 3/23/04

Long Form Agreement/Non Business Associate

SUNNY HILLS CHILDREN'S GARDEN
2003-04
Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

I. Description of Services to be Performed by Contractor

In full consideration of the payments herein provided for, Contractor shall provide Day Treatment (Intensive and Rehabilitative) Services, Medication Support services, Mental Health services, and Therapeutic Behavioral Services authorized by the San Mateo County Division of Mental Health, and as meet medical necessity. 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. These services are provided to a distinct group of seriously emotionally disturbed children and adolescents and occur in a therapeutic, organized and structured setting.

A. Outpatient Mental Health Services (July 1, 2003 through October 31, 2003)

The Outpatient Mental Health Services described in this Paragraph A shall be effective July 1, 2003 through October 31, 2003 only and 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
 - iv. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).
- d. The monthly invoice for Medication Support Services must be supported by clinical documentation 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 four hundred (400) 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. The monthly invoice for Mental Health Services must be supported by clinical documentation 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).
- B. Day Treatment Services (Intensive and Rehabilitative, Full and Half-day programs), Medication Support Services, and Mental Health Services (November 1, 2003 through June 30, 2004)
- 1. General Description of Services
 - a. The Day Treatment Services (Intensive and Rehabilitative, Full and Half-day programs), Medication Support Services, and Mental Health Services (collectively referred to herein as "Services") described in this Paragraph B shall apply November 1, 2003 through June 30, 2004 only.
 - b. As of the date of this Agreement Contractor provides half-day Day Treatment Services (Intensive and Rehabilitative) for severely emotionally disturbed children ages 6 to 12, and full-day Day Treatment Services (Intensive and Rehabilitative) for severely emotionally disturbed adolescents ages 12 to 18. Such Day Treatment Services (Intensive and Rehabilitative, full and half-day) shall collectively be referred to herein as "Day Treatment Services".

- c. Full-day 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. Half-day Day Treatment Services must be available at least three (3) hours each day the program is open to qualify as a half day program. The client must be present each day (half day or full day as appropriate) Day Treatment Services are claimed.
- d. For seriously emotionally disturbed children and adolescents, Day Treatment 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 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 Services requirements.
- e. 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.
- f. 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 Exhibit B.

2. Day Treatment Intensive Services

- a. Contractor shall provide Day Treatment Intensive Services to seriously emotionally and behaviorally disturbed San Mateo County resident youth(s) pre-authorized for service by the Deputy Director of Youth Services or her designee.

- b. The Contractor's full-day Day Treatment Intensive Services hours of operation are 3:30 PM to 7:45 PM, five (5) days per week, fifty-two weeks per year. The half-day Day Treatment Intensive Services hours of operation are 2:00 PM to 5:15 PM, five (5) days per week, fifty-two weeks per year.
- c. 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. Recreation therapies,
 - iii. Individual, group and family psychotherapy,
 - iv. Psychosocial, functional skills development,
 - v. Crisis intervention, and
 - vi. Outreach social services.
- d. 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;
 - 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.

e. **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.

- i. **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.
- 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.

f. 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.

g. 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.

h. Excluded Activities

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

i. 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.

j. 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.

k. 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:

- 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 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.

I. Documentation

Each youth will have an individualized client treatment plan developed by the Day Treatment Intensive Services 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.

- i. Client treatment plans will:
 - 1) Be provided to the Deputy Director of Youth Services or her designee within thirty (30) days of admission to the program;
 - 2) Be updated at least annually and are due during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system;
 - 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.

m. Staffing

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

- i. 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/Waivered 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
 - 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. 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.

3. Day Treatment Rehabilitative Services

- a. Contractor shall provide Day Treatment Rehabilitative Services to seriously emotionally and behaviorally disturbed San Mateo County resident youth(s) pre-authorized for service by the Deputy Director of Youth Services or her designee.
- b. The Contractor's full-day Day Rehabilitative Services hours of operation are 3:00 PM to 7:15 PM, five (5) days per week, fifty-two (52) weeks per year. The half-day Day Treatment Rehabilitative Services hours of operation are 2:00 PM to 5:15 PM, five (5) days per week, fifty-two (52) weeks per year.
- c. 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. Recreation therapies,
 - iii. Psychosocial/functional skills development,
 - iv. Crisis intervention, and
 - v. Outreach social services.

d. 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.

e. 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.

- 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.

f. 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.

g. 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.

h. Excluded Activities

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

i. 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.

j. 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.

k. 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.

I. 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 thirty (30) days of admission to the program,
- 2) Be updated at least annually and are due during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system,;
- 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 MFT, or
 - v) 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.

m. **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/Waivered 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
- 8) 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.B.3.m. of this Exhibit A. One staff person must be present and available to the group in the therapeutic milieu in all hours of operation.

- iii. 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.

4. Medication Support Services

- a. 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.
- b. 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.
- c. The monthly invoice for Medication Support Services must be supported by clinical documentation 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), and
 - 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.

5. Mental Health Services

- a. 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.
- b. 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.
- c. The monthly invoice for Mental Health Services must be supported by clinical documentation 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.

C. Therapeutic Behavioral Services (July 1, 2003 through June 30, 2004)

1. General Description

- a. The Therapeutic Behavioral Services described in this Paragraph I.C. shall apply July 1, 2003 through June 30, 2004 only.

- b. 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.
- c. 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.
- d. Two important components of delivering TBS include the following:
 - i. 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.
- e. 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.

a. Initial Authorization

Initial authorization may not exceed 30 (thirty) days or 60 (sixty) hours, whichever is less. Initial authorization will cover:

- i. 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 Paragraph I.C.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 Paragraph I.C.4.

iii. When initial payment authorization includes one-to-one 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 Paragraph I.C.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 co-signed 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:
- 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. 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:

- i: 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 Paragraphs a, b, and c below.

- a. Eligibility for TBS – must meet criteria (i) and (ii).
 - i. Full-scope Medi-Cal beneficiary, unless authorized eligible by San Mateo County Mental Health Services, under 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).
 - 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) and (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:
 - 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.)

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 12 of the Agreement and Paragraph I.N.4. of Exhibit 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. GOAL AND OBJECTIVES

A. Day Treatment Services

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 Intensive Services per enrolled youth.

B. Therapeutic Behavioral Services

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

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

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

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

C. All Programs

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

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

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

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

SUNNY HILLS CHILDREN'S CENTER
2003-04
Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

I. Payments

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") 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. Outpatient Mental Health Services (July 1, 2003 through October 31, 2003)

1. For Medication Support Services described in Paragraph I.A.1. of Exhibit A for the period July 1, 2003 through October 31, 2003, County shall pay Contractor at the rate of FOUR DOLLARS AND THIRTY-SEVEN CENTS (\$4.37) per minute (the current State Maximum Allowable rate) for up to four hundred eighty-four (484) minutes for a total of TWO THOUSAND ONE HUNDRED SIXTEEN DOLLARS (\$2,116).
2. For Mental Health Services described in Paragraph I.A.2. of Exhibit A for the period July 1, 2003 through October 31, 2003, County shall pay Contractor at the rate of TWO DOLLARS AND THIRTY-SIX CENTS (\$2.36) per minute (the current State Maximum Allowable rate) for up to three thousand four hundred fourteen (3,414) minutes for a total of EIGHT THOUSAND FIFTY-EIGHT DOLLARS (\$8,058).
3. For Medication Support Services, and Mental Health Services, 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.

4. 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.
- B. Day Treatment Services (Intensive and Rehabilitative, Full and Half-day programs), Medication Support Services, and Mental Health Services (November 1, 2003 through June 30, 2004)
1. For purposes of this Paragraph B. Day Treatment Intensive Services and Day Treatment Rehabilitative Services, and their respective half-day and full-day programs, shall collectively be referred to as "Day Treatment Services."
 2. For full-day Day Treatment Intensive Services described in Paragraphs I.B.1. and I.B.2. of Exhibit A Contractor shall be paid at the rate of ONE HUNDRED EIGHTY-THREE DOLLARS AND FORTY-SIX CENTS (\$183.46) per day (the current State Maximum Allowable rate) subject to Paragraph I.B.6. of this Exhibit B.
 3. For half-day Day Treatment Intensive Services described in Paragraphs I.B.1. and I.B.2. of Exhibit A Contractor shall be paid at the rate of ONE HUNDRED THIRTY DOLLARS AND SIXTY-THREE CENTS (\$130.63) per day (the current State Maximum Allowable rate) subject to Paragraph I.B.6. of this Exhibit B.
 4. For full-day Day Treatment Rehabilitative Services described in Paragraph Paragraphs I.B.1. and I.B.3. of Exhibit A Contractor shall be paid at the rate of ONE HUNDRED EIGHTEEN DOLLARS AND NINETY-FOUR CENTS (\$118.94) per day (the current State Maximum Allowable rate) subject to Paragraph I.B.6. of this Exhibit B.
 5. For half-day Day Treatment Rehabilitative Services described in Paragraph I.B.1. and I.B.3. of Exhibit A Contractor shall be paid at the rate of SEVENTY-SIX DOLLARS AND TWENTY CENTS (\$76.20) per day (the current State Maximum Allowable rate) subject to Paragraph I.B.6. of this Exhibit B.
 6. Maximum Payment for Day Treatment Services

For the period November 1, 2003 through June 30, 2004 the combined total maximum of Day Treatment Services that County shall pay or be obligated to pay shall not exceed EIGHTY THOUSAND SEVEN HUNDRED TWENTY-TWO DOLLARS (\$80,722).

7. 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 Program.
8. Prior authorization for Day Treatment Services is required and documentation must be provided for each day of service.
9. Full-day Day Treatment Intensive Services and full-day Day Treatment Rehabilitative Services must be available more than four (4) hours each day the program is open. Half-day Day Treatment Intensive Services and Day Treatment Rehabilitative Services must be available at least (3) 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.
10. Day Treatment 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
11. For Medication Support Services described in Paragraph I.B.4. of Exhibit A, County shall pay Contractor at the rate of FOUR DOLLARS AND THIRTY-SEVEN CENTS (\$4.37) per minute (the current State Maximum Allowable rate) subject to Paragraph I.B.13. of this Exhibit B.
12. For Mental Health Services described in Paragraph I.B.5. of Exhibit A, County shall pay Contractor at the rate of TWO DOLLAR AND THIRTY-SIX CENTS (\$2.36) per minute (the current State Maximum Allowable rate) subject to Paragraph I.B.13. of this Exhibit B.
13. Maximum Payment for Medication Support Services, and Mental Health Services

For the period November 1, 2003 through June 30, 2004 the combined total maximum of Medication Support Services, and Mental Health Services that County shall pay or be obligated to pay shall not exceed TWENTY-ONE THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS (\$21,581).

14. For Medication Support Services, and Mental Health Services 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.
15. 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.

C. Therapeutic Behavioral Services (TBS)

1. For the services described in Paragraph I.C. of Exhibit A and for the period of this Agreement Contractor shall be paid at a rate of ONE DOLLAR AND SEVENTEEN CENTS (\$1.17) per minute, for up to THIRTY THOUSAND TWO HUNDRED FORTY (30,240) minutes not to exceed THIRTY-FIVE THOUSAND THREE HUNDRED EIGHTY-ONE DOLLARS (\$35,381).
2. Contractor shall only be reimbursed for minutes worked by direct services staff. The cost of providing supervisory and administrative support is included in the per minute rates above.
3. The billing unit for TBS is staff time, based on minutes.
4. 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 Services when the provider is not a staff member during the same time period of the Day Treatment Services program.

- D. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FORTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-EIGHT DOLLARS (\$147,858).
- E. Contractor's annual 2003-2004 budget is attached and incorporated into this Agreement as Exhibit C.
- 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 (10th) working day of each month for the prior month. The invoice shall include a summary of services and changes for the month of service. In addition contractor shall provide back-up to the invoice with a detailed description of services provided including: client name, mental health ID#, service date, type of service provided (TBS or Intensive Day Treatment), and duration of service (hour/minute format).
 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 4 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**
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, for each monthly claim when submitted to the County for reimbursement. Such certification shall include the following language and signature line at the bottom of the form(s) and/or cover letter used to report invoiced services:

"Under the penalty of perjury under the laws of the State of California, I hereby certify that the above claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Signed _____ Date _____

Title _____ Agency _____"

3. 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 Exhibit 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.

4. Except as provided in Paragraph II.D. of Exhibit 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.

EXHIBIT C

**Sunny Hills Children's Garden Family & Children's Services
Mental Health Services for Clients in Residence**

FY 03-04 Budget

<u>Personnel Expense</u>	<u>Budget Amount</u>
Salaries	\$ 958,391
Benefits and Taxes @ 33%	\$ 316,269
Total Personnel Expense	\$ 1,274,660
<u>Operating Expense</u>	
Independent Contractors	\$ 269,400
Child-related & treatment expense:	
Day Tx supplies \$400/month	\$ 4,800
Other treatment supplies - estimated usage	\$ 1,000
Travel/transportation \$400/month estimated	\$ 4,800
Staff recruitment & training:	
Staff training & conferences	\$ 6,500
Staff recruiting	\$ 2,600
Staff physicals, etc.	\$ 1,960
Office and other operating expense	
Office supplies, based on estimated usage	\$ 10,720
Office equipment, based on estimated usage	\$ 10,811
Client management system user fees, \$50/mo for 25 users	\$ 15,000
Telephones, office and mobile, historical usage	\$ 18,943
Staff mileage \$.30/mile for 100/mi per mo for 10 staff	\$ 3,600
Dues/CCMHA membership/subscriptions	\$ 6,600
Insurance	\$ 13,797
Premises expense:	
Rent for program office space	\$ 85,099
Property tax	\$ 500
Utilities, estimated based on prior year	\$ 7,718
Maintenance & repairs	\$ 10,370
Depreciation of physical premises owned	\$ 4,944
Indirect administration expense @ 15% of total direct expense	\$ 263,073
Total Operating Expense	\$ 742,235
Total Program Expense	\$ 2,016,895

<u>Service</u>	<u>Unit</u>	<u>Published Charge</u>	<u>Estimated Total Units</u>	<u>Estimated Total Revenue</u>
Individualized Mental Health Services:				
Clinical Assessment	Minute	2.41	17,160	41,404
Individual Therapy	Minute	2.41	138,096	332,811
Group Therapy	Minute	2.41	51,293	123,616
Family Therapy	Minute	2.41	27,422	66,087
Targeted Case Management	Minute	1.87	292,550	547,069
Medication Support	Minute	4.47	96,877	433,040
TBS	Minute	1.17	86,803	101,560
Subtotal Minutes			710,221	1,645,587
Day Rehabilitation, Half Day	Day	77.91	3,021	235,366
Day Treatment Intensive, Half Day	Day	133.65	1,007	134,485
Subtotal Days			4,028	369,851
Total Projected Revenue				2,015,438

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. () employs fewer than 15 persons.
- b. (✓) employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

TIFFANY CHELSVIG

Name of 504 Person - Type or Print

Sunny Hills Children's Garden

Name of Contractor(s) - Type or Print

300 Sunny Hills Drive

Street Address or PO Box

San Anselmo

City

CA

State

94960-1995

Zip Code

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

3/23/04

Date

JM Conroy CEO

Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

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

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Sunny Hills Children's Garden
Contact Person: Joan Petersen, Program Director BARRY FEINBERG CHIEF OPERATING OFFICER
Address: 300 Sunny Hills Drive
San Anselmo, CA 94960-1995
Phone Number: 415-457-3200 Fax Number: 415-456-4679

II Employees

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

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

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Executed this 23 day of March, 2004 at San Anselmo, CA
(City) (State)

Signature: [Handwritten Signature] CEO

Name (Please Print): JOSEPH M. COSTA

Title: 3/23/04

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: January 28, 2004

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

CONTRACTOR: Sunny Hills Children's Garden

DO THEY TRAVEL:

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): See attached

COVERAGE:

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

APPROVE ✓

WAIVE _____

MODIFY _____

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
07/15/2003

PRODUCER
877-559-6769
Willis North America, Inc. - Regional Cert Center
11201 N. Tatum Boulevard
Suite 300
Phoenix, AZ 85028

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

INSURERS AFFORDING COVERAGE

INSURED
Sunny Hills Children's Garden
300 Sunny Hills Drive
San Anselmo, CA 94960--199

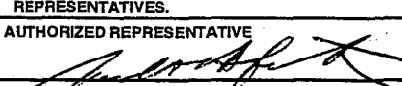
INSURER A: Nonprofits' Insurance Association, An Int 36684-900
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	200300037NPO	7/1/2003	7/1/2004	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY	200300037NPO	7/1/2003	7/1/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	200300037UMB	7/1/2003	7/1/2004	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate holder is named additional insured as respects to liability arising out of the named insureds operations.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
San Mateo County Mental Health Services Attn: Mary Vozikes 225 31 Ave., 3rd Floor 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 

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR SL
SUNNY10

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

PRODUCER
San Joaquin Valley Insurance
7405 N. First St.
P. O. Box 28906
Fresno CA 93729-8906
Phone: 559-447-4600

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

INSURERS AFFORDING COVERAGE

INSURED
Sunny Hills Children's Garden
Family & Children's Svcs, Inc.
300 Sunny Hills Dr
San Anselmo CA 94960

INSURER A: State Compensation Ins. Fund
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS									
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$								
					FIRE DAMAGE (Any one fire)	\$								
					MED EXP (Any one person)	\$								
					PERSONAL & ADV INJURY	\$								
					GENERAL AGGREGATE	\$								
					PRODUCTS - COMP/OP AGG	\$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$								
					BODILY INJURY (Per person)	\$								
					BODILY INJURY (Per accident)	\$								
					PROPERTY DAMAGE (Per accident)	\$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$								
					OTHER THAN AUTO ONLY: EA ACC	\$								
					AGG	\$								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$								
					AGGREGATE	\$								
						\$								
						\$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	163290603	07/01/03	07/01/04	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1000000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1000000	E.L. DISEASE - EA EMPLOYEE	\$ 1000000	E.L. DISEASE - POLICY LIMIT	\$ 1000000	
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$ 1000000													
E.L. DISEASE - EA EMPLOYEE	\$ 1000000													
E.L. DISEASE - POLICY LIMIT	\$ 1000000													
	OTHER													

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

CERTIFICATE HOLDER	N	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
SAN MATEO COUNTY MENTAL HEALTH SERVICES DIVISION ATTN: MARY VOZIKES 225 37TH AVENUE, 3RD FLOOR SAN MATEO CA 94403		SANMA01	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Joe Thacker 