

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
YOUTH AND FAMILY ENRICHMENT SERVICES**

THIS AGREEMENT, entered into this ____ day of _____, 2004,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
Youth and Family Enrichment Services, 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 performing the professional services hereinafter described for the Health Services Agency, Mental Health Services Division and Public Health Services Division.

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—Youth Development Initiative Program 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 FOUR HUNDRED NINETY-THREE THOUSAND ONE HUNDRED FOURTEEN DOLLARS (\$493,114).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2004, through June 30, 2005.

This Agreement may be terminated by Contractor, the Director of Health 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. *Section 504 applies only to Contractors who are providing services to members of the public.* 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 (this paragraph needed only if services provided to members of the public).
- 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 States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows.

a) In the case of County Mental Health Services Division, to:

San Mateo County
Mental Health Services Division
225 37th Avenue
San Mateo, CA 94403

b) In the case of County Public Health Services Division, Prenatal-to-Three Program to:

San Mateo County
Public Health Services Division
225 37th Avenue
San Mateo, CA 94403

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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.

L~i/144 ~
Name of 504 Person - Type or Print

Youth & Family Enrichment Services
Name of Contractor(s) - Type or Print

610 Elm Street, Suite 212
Street Address or PO Box

San Carlos
City ~

CA
State

94070
Zip Code

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

r/~7u~

Date

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.”

EXHIBIT A

YOUTH AND FAMILY ENRICHMENT SERVICES: 2004 - 2005

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

I. PROGRAM SERVICES

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

A. Mental Health Services

1. Insights Program - Children's Receiving Home (July 1, 2004 - June 30, 2005)

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

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

2. Mental Health Services (Authorized by the Mental Health Plan (MHP) (July 1, 2004 - June 30, 2005)

Contractor shall provide services for clients under the MHP. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program, and clients known to be indigent, for whom the MHP has assumed responsibility.

- a. All clients shall be authorized for service by the Mental Health Services Division's ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.
 - b. After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of the assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.
 - c. Treatment programs include the following:
 - 1) Family Treatment
 - 2) ADHD
 - 3) Anger Management
 - 4) Co-Occurring Condition MH/Substance Abuse through 1) First Chance Outpatient program for adults and 2) Insights program services for adolescents that are authorized by the MHP may not be provided to clients of the Insights Receiving Home.
 - d. Services shall include the following:
 - 1) Assessment Services
 - 2) Treatment Services:
 - a) Brief Individual, family, and group therapy
 - b) Collateral services, including contact with family and other service providers
 - c) Psychological Screening/Testing Services
 - e. Contractor shall involve parents or other caregivers in the development of the treatment plans for all children, to the extent possible and as clinically appropriate.
3. Girls' Juvenile Drug Court Expansion Program (July 1, 2004 – June 30, 2005)
- a. Services shall be available in English and Spanish and shall include the following:
 - 1) screening and assessment services;
 - 2) treatment services;

- a) brief individual, family, and group therapy;
 - b) collateral services, including contact with family and other significant service providers.
- 3) Reimbursement shall be only for Medi-Cal reimbursable services provided to Medi-Cal beneficiaries.
- b. Contractor shall involve parents or other caregivers in the development of the treatment plans for all children, to the extent possible and as clinically appropriate.
4. Services rendered shall be under the general supervision of Mental Health Director, who may specify the kind, quality and amount of the services and criteria, other than those set forth herein, for determining the persons to be served.

B. Public Health Services

I. Youth Development Initiative (July 1, 2004 - June 30, 2005)

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

- a. Recruit, train, and provide oversight for at least twenty-four (24) Youth Commission members to serve one-year terms on county commissions.
- b. At least eleven (11) of the San Mateo County commissions will be matched with a team of two to three (2-3) Youth Commissioners.
- c. At least ninety percent (90%) of the commissions, boards and/or councils with Youth Commission members will assign at least one to two (1-2) adult Commissioners to serve as a mentor to the Youth Commissioners.
- d. Youth Commissioners must work with the commissions, boards and/or councils on which they sit to develop and execute a project that promotes systemic change and contributes to the standardization of the 40 Developmental Assets while supporting the functions of their respective commissions, boards and/or councils. At least eleven (11) projects must be highlighted and profiled in the media and in the community and must reach beyond a single community.

- e. Youth Commissioners will work as a group to develop and execute a project for the Youth Commission that promotes systemic change and contributes to the standardization of the 40 Developmental Assets. The County must approve this project.
- f. Each of the commissions, boards and/or councils with youth members will receive a presentation on the mission and goals of the Youth Commission.
- g. Commission, board and/or council mentors will receive specific training, which will enable them to assist youth commissioners to maximize their input on their respective commissions, boards and/or councils. This will be a one-time training occurring by the end of January 2005, and will include adult commission, board and/or council member mentors and Youth Commissioners. At the end of this training, each commission, board and/or council should have a plan for how they will approach youth development. The training will cover:
 - . Youth Development Principles (40 Developmental Assets)
 - . How to Mentor Youth (for adult participants)
 - How to Advocate for Youth Issues (for youth participants)
 - . Youth-Inclusive Policies
 - . Team Planning for Policy Change
 - . Models of plans other commissions, boards and/or councils have used for incorporating youth development as a priority.
- h. Youth Commissioners will receive youth leadership training monthly during the Youth Commission meetings. The following topics will be addressed during these trainings:
 - . How policies are made
 - Presenting to policy makers
 - . Program planning
 - Event planning
 - Fundraising
 - Community Advocacy
 - . Outreach Strategies
 - . Leadership Development
 - Youth Peer Leadership
 - Group Facilitation

- i. Youth Commissioners will be placed on at least six (6) non-profit commissions, boards and/or councils. These non-profit boards may include the Childcare Coordinating Council, YMCA, TANF and YFES. Each of these commissions, boards and/or councils will receive presentations as specified in item (f), above, as well as the training specified in item (g), above.
 - j. Contractor shall hire and provide a qualified Youth Development Advocate who shall provide training and technical assistance to groups and communities wishing to implement youth development efforts as appropriate. This individual shall attend Coastside Youth Development Movement meetings and San Carlos Youth Development Movement meetings at least quarterly.
2. Prenatal-to-Three Initiative Community Worker Services (July 1, 2004 - June 30, 2005)

Services to be Provided by Contractor to Prenatal-to-Three Initiative from July 1, 2004 through June 30, 2005 are as follows:

- a. The community workers shall be employees of the Contractor. There shall be no employer/employee relationship between County and the community workers. Contractor shall provide a total of five (5) community workers between July 1, 2004 and June 30, 2005. If County determines that County does not want to use the services of a particular community worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for such community worker's services shall be based on a 40-hour workweek.
- b. The five (5) community workers shall be assigned to locations determined by County. Community workers shall have access to work stations at Contractor's facility with desks and phones. Each community worker shall have his/her own voice mail.
- c. Contractor shall provide staff supervision, including supervision regarding work performance and conduct on the job.
- d. Contractor's project manager shall meet with the community workers at least once per month.
- e. Contractor shall provide the community workers with an extensive **orientation to Contractor's organization** to help them become familiar with policies, procedures, and forms used by staff members.
- f. Community workers shall be responsible for case management and group facilitation.

- g. County shall provide the case management forms and other forms needed and used by the community workers in relation to their job description.
- h. Compliance with Medi-Cal Administrative Activity Requirements: Contractor agrees to comply with State Department of Health Services (DHS) regulations and policies regarding Medicaid Administrative Activities as outlined in the Agreement between DHS and the local government agency, namely County.

C. Administrative Requirements

I. Mental Health Services

- a. Contractor shall administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.

- b. Cultural Competency

- 1) All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.

- 2) Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.

- 3) Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. In the third (3rd) quarter of the contract year, and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

- c. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Mental Health Services Division Children and Youth Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.

- d. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.

e. Contractor 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. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

f. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

g. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

h. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

i. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

j. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Services Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695. •

k. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

- i. Paragraph 12 of the Agreement and Paragraph (4 of Claims Certification) 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.

2. Public Health Services

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including assessment and service plans, and progress notes).

II. GOALS AND OBJECTIVES

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

A. All Programs

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

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

B. Mental Health Services

I. Mental Health Services (authorized by the MHP)

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

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

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

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

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

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

2. Girls Juvenile Drug Court Expansion Program

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

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

C. Public Health Services

1. Youth Development Initiative

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

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

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

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

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

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

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

Goal 3: Adult Commissioners will become more aware of issues facing youth and use their gained knowledge in decision-making processes on issues that affect youth and families.

Objective 1: At least ninety percent (90%) of Adult Commissioners will report being more aware of issues facing youth at the end of the Youth Commission term as indicated by an exit survey completed at the end of the Youth Commission term.

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

Goal 4: Participation in the program will encourage youth to continue their involvement in community service.

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

III. REPORTING REQUIREMENTS

Public Health Services - Youth Development Initiative

Contractor shall submit to County:

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

EXHIBIT B

YOUTH AND FAMILY ENRICHMENT SERVICES: 2004 – 2005

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3 of the Agreement, County shall pay Contractor in the manner described below:

A. The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 on page 1 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than FOUR HUNDRED NINETY—THREE THOUSAND ONE HUNDRED FOURTEEN DOLLARS (\$493,114).

B. Mental Health Services (San Mateo County Org. #61 301)

1. Insights Program – Children’s Receiving Home (July 1, 2004 – June 30, 2005)

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ELEVEN THOUSAND FIVE HUNDRED DOLLARS (\$11,500) for services provided under Exhibit A, Section I.A.1 of this Agreement.

Treatment Services (non-MD)

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

	<u>2004-05</u>
Individual Therapy (per session)	\$55.70
Group Therapy (per person, per session)	\$17.82

2. Mental Health Services, (Authorized by the MHP) (July 1, 2004 – June 30, 2005)

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

a. Assessment Services (non-MD)

An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waived, or registered mental health professional.

Assessment (per case) 2004-05 \$118.08

b. Treatment Services (non-MD)

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

	~	<u>2004-05</u>
Individual Therapy (per session)		\$55.70
Group Therapy (per person, per session)		\$17.82
Family Therapy (per hour; includes all members)		\$66.84
Collateral (per session)		\$55.70
Clinical Consultation (telephone/15 minutes)		\$11.14

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

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

Expanded Screening/Assessment Services \$132.61
2004-05 (per assessment)

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

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

Psychological Testing (per evaluation) \$450.88

3. Girls' Juvenile Drug Court Expansion Program (July 1, 2004 – June 30, 2005)

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

a. Assessment Services (non-MD)

An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waived, or registered mental health professional.

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

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

Psychological Assessment \$450.88 per evaluation

c. Treatment Services

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

	<u>2004-05</u>
Assessment (per case)	\$118.08
Psychological Testing Package	\$450.88
Individual Therapy (per session)	\$ 55.70
Group Therapy (per person, per session)	\$ 17.82
Family Therapy (per hour; includes all members)	\$ 66.84
Clinical Consultation (telephone per 15 minutes)	\$ 11.14

4. In any event, the maximum amount County shall be obligated to pay for services rendered under Exhibit A section I.A., of this Agreement shall not exceed NINETY-NINE THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS (\$99,834) for the contract term.

5. Monthly Reporting

- a. 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. Such back-up shall be in the form of:
 - 1) County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 - 2) County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided (Ex: TBS, Intensive Day Treatment, etc.), and duration of service (hour/minute format).
- b. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

6. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered **services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.**

7. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of the San Mateo County Mental Health Services Division of the Health Services Agency.

8. Claims Certification and Program Integrity

- a. 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 411 12), which are hereby incorporated by reference.
- b. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

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

Executed at _____ California, on _____, 200__

Signed _____ Title _____

Agency _____

- c. The certification shall attest to the following for each beneficiary with services included in the claim:
 - 1) An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - 2) The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - 3) The services included in the claim were actually provided to the beneficiary.
 - 4) Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division I, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - 5) A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

- 6) For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for 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.
 - 7) Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
 - d. Except as provided in Paragraph I.C.1.k. 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.
9. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
10. 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.
11. If the annual Cost Report provided to County shows that total payments to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health Services or her designee. By mutual agreement of County and Contractor, contract savings or "rollover" may be retained by Contractor and expended the following year, provided that these funds are expended for mental health services approved by County.

12. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in paragraph 3 of this Agreement.
13. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to the Contractor under this Agreement or any other agreement.
14. Claims shall be in the format specified by the Health Services Agency. All claims shall clearly reflect and, in reasonable detail, give information regarding the services for which claim is made.
15. If County or Contractor finds that performance is inadequate, at the County's discretion, 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.

C. Public Health Services

I. Youth Development Initiative, Budget Unit #62500

Contractor shall receive a maximum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) for Youth Development Initiatives activities for services provided July 1, 2004 - June 30, 2005. Invoices shall be monthly, for actual expenses incurred, based on the budgets incorporated in Attachment III. Contractor will be reimbursed for net cost of providing the herein described programs as outlined in Schedule A, I.B.1.

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

Notwithstanding the method of payment set forth herein, in no event shall County pay, or be obligated to pay Contractor more than the sum of TWO HUNDRED NINETY-THREE THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$293,280) for services provided under Exhibit A, Section I.B.2., Prenatal-to-Three Initiative of this Agreement for the period of July 1, 2004 through June 30, 2005.

3. Payments to Contractor under this Agreement shall be one-twelfth (1/12) of the total Agreement amount of TWO HUNDRED NINETY-THREE THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$293,280) payable at the end of each month, beginning July 31, 2004.

July 31, 2004	\$24,440	January 31, 2005	\$24,440
August 31, 2004	\$24,440	February 28, 2005	\$24,440
September 30, 2004	\$24,440	March 31, 2005	\$24,440
October 31, 2004	\$24,440	April 30, 2005	\$24,440
November 30, 2004	\$24,440	May 31, 2005	\$24,440
December 31, 2004	\$24,440	June 30, 2005	\$24,440

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

- D. County may withhold all or part of Contractor's total payment if the Director of Health Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.
 1. County shall give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
 2. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately upon County's written notice with justification to Contractor.
- E. It is projected that Contractor shall generate the following level of federal share Medi-Cal reimbursement:

Prenatal to Three Initiative Community Workers Services (PH)	\$131,976
Mental Health Services (MHP)	12,500
Girl's Juvenile Drug Court Program	31,667
Insights Receiving Home Program	5,750
TOTAL	\$181,893

Exhibit C

YOUTH DEVELOPMENT BUDGET FY 2004-2005

I. PERSONNEL EXPENSES

Salaries

Program Manager	45,000
Supervision	8,250
Administrative Assistance	<u>3,640</u>
Total Salaries	56,890

Fringe Benefits

Payroll Taxes	5,120
Workers Comp	1,990
Health Benefits	<u>4,320</u>
Total Fringe Benefits	11,430
Total Personnel Expenses	68,320

ii. OPERATING EXPENSES

Stipends	1,200
Occupancy	4,908
Office Expenses	2,230
Mileage	1,000
Meeting Cost	792
Training	300
Conference	500
Membership Dues	150
Recruitment	700
Postage	700
Telephone	1,500
Copier/Print	<u>700</u>
Total Operating Expenses	14,680

G&A **17,000**

TOTAL BUDGET EXPENSES 100,000

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

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

II Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? Yes No
*If the answer to one or both of the above is in compliance with Section IV

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
No, 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 15th day of May, 2004 at

Signature
Title

Name (Please Print)

**SAN MATEO COUNTY
MEMORANDUM**

DATE: July 6, 2004
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: Natalie Brunamonte FAX: 573-2116 PONY: HLT3 12
SUBJECT: Contract Insurance Approval

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

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

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>/(‘V’t</u>	___		
Motor Vehicle Liability	___	___		
Professional Liability	<u>p’_</u>	___		
Workers’ Compensation				

REMARKS/COMMENTS:

~ , ~4~1~44b 7--~--0
Risk Management Signature Date

IA-CORD. :CERTIFICATE OF LIABILITY INSURANCE ~/5~ DATE(MWDD-YYY)

PRODUCER
 (PA) Heffernan Insurance Brkrs
 1804 Embarcadero Road, #201
 Palo Alto CA 94303
 Phone:650-84.2-5200 Fax:650-842-5201

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

INSURED
 Youth & Family Enrichment Services
 610 Elm Street, #212
 San Carlos CA 94070

INSURERS AFFORDING COVERAGE.	NAIC#
INSURER A: NONPROFITS INSURANCE ALLIANCE	
INSURER B: American North American Ins. Co	
INSURER C: Safco Surplus Lines Ins. Co.	
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.

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	200314280NPO	J././1/03	11/11/04	EACH OCCURRENCE	\$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				PREMISES (Ea occurrence)	\$ 100,000
	CLAIMS MADE / OCCUR				MED EXP (Any one person)	\$ 10,000
	X Sexual Misconduct				PERSONAL & ADV INJURY	\$,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS COMP/OP AGG	\$ 2,000,000
					Einp Ben	1,000,000
A	AUTOMOBILE LIABILITY	200314280NPO	11/11/03	11/11/04	COMBINED SINGLE LIMF (Ea accident)	000,000
	ANY AUTO				BODILY INJURY (Per person)	
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
	HIRED AUTOS					
	X NON-OWNED AUTOS					
	GARAGE LIABILITY					
	ANY AUTO					
	EXCESS/UMBRELLA LIABILITY					
	OCCUR CLAIMS MADE					
	DEDUCTIBLE					
	RETENTION \$					
B	WORKERS-COMPENSATION AND ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? SPECIAL PROVISIONS	WC1002729	07/01/03	07/01/04	X WORKERS COMPENSATION / OTHER	
					EL. EACH ACCIDENT	\$ 1,000,000
					EL. DISEASE - EA EMPLOYEE	\$ 1,000,000
					EL. DISEASE. POLICY LIMIT	\$ 1,000,000
A	Soc Serv Prof Liab Claims Made	200314280NPO	11/11/03	11/11/04	Ea Occur	1,000,000
					Aggregate	2,000,000

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

CERTIFICATE HOLDER
 San Mateo County
 Public Health Division
 Health Services Agency
 225 West 37th Avenue
 San Mateo, CA 94401

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