

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

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and Youth and Family Enrichment Services, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, 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 purposes of providing community workers, youth commissioners, mental health services and child abuse treatment services.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Contractor's Budget for Youth Development Initiative

Exhibit D— Contractor's Budget for Child Abuse Treatment Services

Attachment C—Election of Third Party Billing Process

Attachment D—Payor Financial Form

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

Attachment J—Finger Printing Certification

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 Agreement exceed EIGHT HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS (\$899,428).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2006 through June 30, 2007.

This Agreement may be terminated by Contractor, the Health Department Director 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 Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division 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 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, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," 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 and Other Requirements

- 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 Agreement.
- 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 Contractor's 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 Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 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. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) 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.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

15. 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.

16. 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 to:

In the case of County to:

San Mateo County Health Dept.
Attn: Charlene A. Silva
225 37th Avenue
San Mateo, California 94403

In the case of Contractor, to:

Youth & Family Enrichment Services
Attn: Bob Rybicki
610 Elm Street, Suite 212
San Carlos, California 94070

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

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

YOUTH AND FAMILY ENRICHMENT SERVICES



Contractor's Signature

Date: 8/11/04

Long Form Agreement/Business Associate v 6/29/06

EXHIBIT "A"
YOUTH AND FAMILY ENRICHMENT SERVICES

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

In full consideration of the payments herein described in Paragraph 3, Payments, of this Agreement Contractor shall provide the service described below in a manner consistent with the terms and provisions of this Agreement. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Contract must directly support services specified in this Contract. The San Mateo County Mental Services Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail. Contractor shall provide the following services:

1. Mental Health Services (Authorized by the Mental Health Plan (MHP))

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) Attention Deficit Hyperactivity Disorder (ADHD)
 - 3) Anger Management
 - 4) Co-Occurring Condition MH/Substance Abuse through a) First Chance Outpatient program for adults and b) 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.

2. Girls' Juvenile Drug Court Expansion Program

- 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, and Healthy Kids/Healthy Families 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.

3. Child Abuse Treatment Program

a. San Mateo Child Abuse Treatment Collaborative

Contractor, Edgewood Center for Families and Children ("Edgewood"), and the Department of Psychiatry at the University of California, San Francisco ("UCSF"), shall work together as the San Mateo Child Abuse Treatment Collaborative (the "Collaborative") in the provision of Child Abuse Treatment Program services ("Program").

b. Collaborative Roles and Responsibilities

As part of the Collaborative, Contractor shall comply with the following general guidelines:

- 1) Edgewood shall act as lead agency and provide a clinic director, intake and assessment manager, case managers, psychiatrist, quality assurance and data coordinator, administrative assistant, mental health clinicians, and client transportation services.
- 2) Contractor shall provide mental health clinicians, and provide consulting to Collaborative clinicians for any questions on Juvenile Court reporting and/or testimony.

c. Collaboration between Contractor, San Mateo County Children and Family Services Division (Child Welfare), San Mateo County Mental Health Services Division, and San Mateo County Juvenile Court.

- 1) Contractor, in conjunction with the Collaborative, shall participate in Program-related collaboration with San Mateo County Children and Family Services Division (Child Welfare) ("Children and Family Services"), San Mateo County Mental Health Services Division ("Mental Health Services"), and San Mateo County Juvenile Court ("Juvenile Court").
- 2) Children and Family Services will inform Contractor as to which Children and Family Services social worker (the "Social Worker") is assigned to cases that are referred to Contractor.
- 3) In the event a Social Worker is reassigned, both the reassigned Social Worker and the new Social Worker will immediately inform Contractor of the new assignments. If a particular Child/Youth (as "Children/Youths" is defined in Paragraph I.F.4.a. of this Exhibit A) is determined to be at risk for abuse, neglect or molestation (as such risk is described in Paragraph I.F.8. of this Exhibit A), then Children and Family Services agrees that such risk shall be noted in the Social Worker transfer summary.

d. Program Services

- 1) Contractor shall provide approximately one hundred fifty-eight thousand four hundred (158,400) minutes of Program services to children or youth who:

- a) are or have been abused, molested and/or neglected,
- b) are ages six (6) through seventeen (17), and
- c) have been referred to the Program by Children and Family Services.

Such children or youth shall be referred to herein as "Children/Youths" or "Child/Youth".

- 2) Contractor shall also provide Program services to the families of such Children/Youths (the "Family" or "Families") regarding the effects of such abuse, molestation and/or neglect on the Children/Youths.
- 3) The primary focus of the Program will be outpatient treatment services based upon evidence of effectiveness with the populations receiving Program services.
- 4) The Mental Health Services and Crisis Intervention Services described in this Paragraph I.A.3.d.4). shall only apply to clients receiving Program services, shall be provided to Children/Youths and Families based upon medical necessity, and shall include:

- a) Mental Health Services

Contractor shall provide Mental Health Services. Mental Health Services ("Mental Health Services") shall include:

- i. Individual Therapy: Individual Therapy includes those therapeutic interventions consistent with the client'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 includes those 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).

- iii. Collateral Services: Collateral Services consists of contact with one or more significant support persons in the life of the client which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the client is considered collateral.
- iv. Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.
- v. Rehabilitation Services: Rehabilitative Services may include any or all of the following: Assistance in improving, restoring or maintaining a client's functional skills, daily living skills, social skills, leisure skills, grooming and personal hygiene skills, medication compliance, and access to support resources.
- vi. Plan Development: Plan Development may consist of the following:
 - 1) When staff develop Client Plans (as such term is described in Paragraph I.B.7 of this Exhibit A), approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
 - 2) When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.

- 3) When staff communicate with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the client's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.
- vii. Assessment: Assessment consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.
- b) Crisis Intervention
 - i. Contractor shall provide Crisis Intervention ("Crisis Intervention"). Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit.
 - ii. Contractor shall provide Crisis Intervention if medically necessary.
- c) Case Management

Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services for eligible clients. Services may include the following:

 - i. Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:
 - 1) Inter- and intra-agency communication, coordination, and referral, including reports to CPS
 - 2) Monitoring service delivery to ensure an individual's access to service and the service delivery system
 - 3) Linkage, brokerage services focused on transportation, housing, or finances
 - ii. Placement Services Supportive assistance to the individual in the assessment, determination of need, and securing of adequate and appropriate living arrangements including, but not limited to, the following:
 - 1) Locating and securing an appropriate living environment
 - 2) Locating and securing funding

- 3) Pre-placement visit(s)
- 4) Negotiation of housing or placement contracts
- 5) Placement and placement follow-up
- 6) Accessing services necessary to secure placement

e. Juvenile Court Assessments, Reports and Testimony

- 1) Contractor shall respond to Juvenile Court's requests for written assessments, reports and/or court testimony on progress of Children/Youths in the Program. Written assessments and reports regarding progress of Children/Youths shall include all information requested by Juvenile Court.
- 2) For families under court supervision, Contractor shall submit to the Social Worker a treatment summary form or Report to Juvenile Court form with each court report.
- 3) Contractor's staff will be readily available to provide court testimony upon request by Juvenile Court and/or County Counsel.
- 4) Contractor shall provide professional training to Collaborative clinical staff for court reporting and/or testimony on an as-needed basis.

f. Access to Program Services

- 1) Contractor shall have the capacity to provide Program services at four (4) clinic locations in San Mateo County: Daly City, San Mateo, Redwood City, and San Carlos. Other clinic sites may be developed during the term of this agreement.
- 2) Each Program clinic location shall be easily accessible via public transportation to the majority of Children/Youths and Families.
- 3) Contractor shall assist children/youth to utilize Collaborative transportation services to and from Program clinic service locations for Children/Youths and Families who are unable to: transport themselves, to utilize public transportation, or to be transported by a Children and Family Services transportation officer.
- 4) Contractor shall also provide in-home Program services on an as-needed basis.

g. Referrals, Service Timelines and Discharge Process

- 1) All referrals to the Program shall be made directly by Children and Family Services ("Referral" or "Referrals") to the Collaborative. Referrals may be made either directly to Contractor for assessment and services, or may be made to Edgewood for assessment. Edgewood may assign referrals to Contractor for services following the completion of the assessment.
- 2) For all Referrals that are not court ordered, Children and Family Services shall obtain a signed consent for release of protected health information from the Child/Youth's legal guardian for the release of information from the Contractor to Children and Family Services.
- 3) For clients referred to Contractor for assessment and services, Contractor shall provide Program services according to the following timeline:
 - a) Contractor will contact the Family within two (2) working days of receipt of the Referral (the "Initial Contact").
 - b) The Family's first (1st) appointment (for the assessment) shall take place with Contractor within five (5) working days of the Initial Contact (the "First Appointment").
 - c) Within ten (10) days of the First Appointment, Contractor shall complete the assessment of the Family and Child/Youth and shall mail a copy of such assessment to the Social Worker.
 - d) Within ten (10) days of the completion of the assessment, Contractor shall begin the assigned treatment, and shall provide the Social Worker with the name and phone number of Contractor's therapist assigned to the Child/Youth and Family.
- 4) For clients referred to Contractor for services following the completion of the assessment by Edgewood, Contractor shall provide Program services according to the following timeline:
 - a) Within ten (10) days of the completion of the assessment, Contractor shall begin the assigned treatment, and shall provide the Social Worker with the name and phone number of Contractor's therapist assigned to the Child/Youth and Family.
- 5) Contractor shall notify the Social Worker within one (1) day after a Family and/or Child/Youth has one (1) unexcused missed appointment or two (2) consecutive excused missed appointments.
- 6) Discharge plans will be completed collaboratively between the Child/Youth, the Family, Contractor, and the Social Worker.
- 7) When the Social Worker determines that a case can be closed, he/she will notify the Contractor therapist prior to the closing date.

h. Risk Assessment

- 1) If at anytime during the course of treatment, Contractor determines that a Child/Youth is at risk for abuse, neglect or molestation due to:
 - a) a potential abuser having access to such Child/Youth,
 - b) the possibility of unsupervised visits between a potential abuser and such Child/Youth,
 - c) the possibility of reunification of a potential abuser and such Child/Youth, or
 - d) other circumstances deemed to put such Child/Youth at risk;then Contractor shall:
 - e) immediately notify by telephone the Social Worker and the Social Worker's supervisor of such risk determination, and
 - f) within one (1) working day of such notification, fax to the Social Worker a completed risk assessment report.
 - g) the above notwithstanding, in all cases Contractor shall follow HSA's protocol for handling such Child/Youth at risk.
- 2) Upon proper notification by Contractor to the Social Worker and the Social Worker's supervisor as to a particular risk for such Child/Youth, Children and Family Services reserves the right to make the final determination as to the disposition of such Child/Youth.

i. Client Treatment Plans

Client treatment plans will:

- 1) Be provided to the Deputy Director of Youth Services or her designee within thirty (30) days of the Referral;
- 2) Be updated at least annually and are due to the Deputy Director of Youth Services or her designee 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 in compliance with Mental Health Services Division Quality Improvement policies and procedures.

j. Staffing

Contractor shall ensure that all Program services:

- 1) Shall be provided by licensed, waived or registered mental health professionals;

- 2) Shall be provided by staff experienced in the provision of therapy services to emotionally disturbed children/youth and their families;
- 3) Shall be provided by staff experienced in the provision of therapy services to parents/caregivers who may have mental health issues which require intervention;
- 4) Shall be provided by staff capable of working with a culturally diverse population; and
- 5) May be provided by graduate school trainees as co-therapists of group or family therapy, provided that such trainees are supervised by licensed professionals.

4. Telephone Hot Line Services

Contractor shall provide a 1.0 FTE licensed clinician to staff Contractor's existing crisis hotline dedicated to adolescent callers. This clinician shall provide clinical services during peak hours of hotline usage, and shall make referrals to the mental health system, including referrals to the Mental Health Services Community Response Team, as appropriate.

5. 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. HEALTH POLICY, PLANNING & PROMOTION SERVICES

1. Youth Development Initiative

During the year of the contract, Contractor shall develop and maintain the San Mateo County Youth Commission, whose role will be to advise on and create policy affecting youth in San Mateo County. The Search Institute's 41 Developmental Assets framework will be utilized in promoting youth development in San Mateo County.

- a. Recruit, train, and provide oversight for twenty to twenty-five (20-25) Youth Commission members to serve two-year terms on county commissions and/or boards. Specific effort will be made to recruit Youth Commission members who can represent the geographic, cultural, socio-economic, etc., diversity of San Mateo County youth.

- b. The Youth Commission will have the following standing subcommittees: Executive, Outreach and Publicity, Training and Community Capacity Building, and Fundraising. In addition, subcommittees such as Alcohol Tobacco and Other Drugs (ATOD), Violence, Discrimination, Sex and Sexuality, and Mental Health, will be formed as needed to address issues identified through youth needs assessments.
- c. Each Youth Commissioner must work on one (1) project as a member of a subcommittee, a specific commission or board, or the Youth Commission as a group. At least four (4) Youth Commission projects will be profiled in the media and in the community.
- d. The Youth Commission will meet two times per month for two hours each meeting. The first meeting of the month will be for training and team-building. The second meeting will include an open forum for community members and agencies to present policies, projects, and ideas for Youth Commission consultation. The schedule for the public meetings will be set at the beginning of the school year and will be published broadly in the community. These public meetings will operate under Robert's Rules of Order and be bound by the Brown Act.
- e. During the training and team-building meetings, Youth Commission members will be trained on leadership topics including, but not limited to:
 - 1) San Mateo County Government Organization
 - 2) Youth Commission roles, responsibilities, and structure
 - 3) Policy
 - 4) Public speaking and facilitation
 - 5) Outreach and publicity
 - 6) Fundraising
 - 7) Positive Youth Development and the 41 Assets
 - 8) Community Organizing
- f. Eleven (11) County boards and commissions will be staffed by Youth Commission representatives (on a rotating basis). In order to maintain a consistent Youth Commission presence, the staff and the youth apprentices of the Youth Commission will attend the board/commission meetings regularly. Youth Commissioners will also provide a monthly update on the major developments of the board/commission meetings they attend.

- g. At least 10 adults involved in youth policy or commissions, boards and/or councils with Youth Commission members will serve as mentors and work in partnership with the Youth Commissioners. Adult mentors will attend the monthly meetings of the Youth Commission and project planning meetings as needed.
- h. Each of the commissions, boards and/or councils with youth members will receive a presentation on the mission and goals of the Youth Commission and an overview of the 41 Developmental Assets.
- i. Adult mentors to the Youth Commission will receive specific training, which will enable them to assist youth commissioners to maximize their impact in the community by way of their projects or other advocacy projects. This will be a one-time training occurring by the end of December 2006, and will include adult commission, board and/or council members and mentors to the Youth Commissioner. 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:
 - 1) Youth Development Principles (41 Developmental Assets)
 - 2) How to Mentor Youth
 - 3) How to Advocate for Youth Issues
 - 4) Youth-Inclusive Policies
 - 5) Team planning for Policy Change
 - 6) Models of plans, other commissions, boards and/or councils have used for incorporating youth development as a priority
- j. Adult mentors will receive a follow-up training in spring 2007 to support youth adult partnerships and ensure successful roll-out of Youth Commission projects.
- k. Two (2) Youth Apprentices will be hired and will be integral in training the Youth Commissioners, maintaining relationships with County boards and/or commissions, YDI administrative assistance, and updating the clearinghouse aspect of the Be the Difference webpage.
- l. Five (5) fishbowl forums will be conducted throughout the year. Each one focusing on the Needs Assessment categories: Alcohol, Tobacco and Other Drugs, Violence, Discrimination, Mental Health, and Sex and Sexuality.

- m. Three (3) Be the Difference Newsletters will be released that will cover Youth Commission updates, policy information, and general community input on Youth Development efforts in the County
- n. The Youth Commission will prepare and present an annual report to the San Mateo County Board of Supervisors. The Outreach and Community Capacity subcommittees will act as a liaison between the Youth Commission and youth-serving and youth-led organizations in order to facilitate awareness and communication of current youth issues in San Mateo County.

C. PUBLIC HEALTH DIVISION

1. Community Workers

- a. Contractor shall provide six (6) community workers, who shall be assigned to the Prenatal to Three Initiative. The community workers shall be employees of Contractor. There shall be no employer/employee relationship between the County and the community workers. Three (3) shall be assigned to the "Low-Mod" Team and three (3) to the Behavioral Health Team. 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 work week.
- b. Community workers shall be assigned to locations determined by County. Contractor shall provide a workstation at Contractor's facility with a phone. Each community worker shall have his/her own voice mailbox at the Contractor's agency. Community Workers shall comply with County and Health Department policies regarding appropriate work attire.
- c. Contractor shall provide staff supervision, including supervision regarding work performance and conduct on the job. Contractor shall provide yearly performance evaluations, with input from the County. Contractor shall provide County with at least two weeks to complete input on performance evaluations.

- d. Contractor shall assure that the community workers meet minimum productivity requirements in terms of program duties and workload with input from County. "Low-Mod" community workers shall provide a minimum of twenty (20) billable encounters per week, with exceptions for participation in mental health groups, Touchpoint groups, Touchpoints coordination, and parenting classes. With other activities, these community workers shall provide a minimum of fifteen (15) billable encounters per week. Community workers assigned to the Behavioral Health Team shall provide a minimum of fifteen (15) billable encounters per week, with exceptions for participation in other activities. With other activities, community workers on the Behavioral Health Team shall provide a minimum of ten (10) billable encounters per week. Contractor shall inform County in advance of community worker participation in non-Pre-3 activities. Meeting minimum billable encounter requirements shall be a priority over participation in non-Pre-3 activities.
- e. Contractor shall provide the community workers with an extensive orientation to the Youth and Family Enrichment Services to help them become familiar with policies, procedures, and forms used by staff members.
- f. The community workers shall be fully functioning members of the Contractor's staff.
- g. County shall be responsible for the assignment of families for case management, other job responsibilities, and training pertaining to the daily job functions of the community workers. Contractor shall be responsible for training and expenses related to career development. County shall provide the case management forms and other forms needed and used by the community workers in relation to their job description.
- h. Contractor agrees to comply with the State Department of Health Services (DHS) regulations and policies regarding Medi-Cal Administrative Activities as outlined in the Contract between DHS and the Local Government Agency, namely County.
- i. Contractor shall provide monthly reports to County, including a brief narrative describing the community workers' activities as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.

- j. Contractor shall meet with County a minimum of three times during the contract period.

D. ADMINISTRATIVE REQUIREMENTS

1. 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.

l. Paragraph 13 of the Agreement and Paragraph I.B.9.d. 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.

m. Fingerprinting Certification

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment J.

2. Public Health Services

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

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 1: Contractor shall enhance program's cultural competence.

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

B. MENTAL HEALTH SERVICES

1. Mental Health Services (authorized by the MHP)

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

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

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

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

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

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

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

3. Child Abuse Treatment Program

Goal 1: Contractor shall maintain Children/Youths served in the least restrictive settings.

Objective 1: Ninety-five percent (95%) of Children/Youths served will be maintained in Family home or home-like setting (foster home) after six (6) months of receiving services.

Data to be collected by Contractor.

Goal 2: Contractor shall reduce re-incidence of child abuse, molestation, or neglect.

Objective 1: At least ninety-five percent (95%) of Families served for a period of at least six (6) months will have no re-incidence of reported abuse, molest or neglect during their course of treatment.

Data to be collected by Contractor.

Goal 3: Contractor shall complete treatment in a reasonable amount of time to ameliorate problems.

Objective 1: No more than ten percent (10%) of unduplicated Children/Youths and/or Families will be in treatment more than two (2) years.

Data to be collected by Contractor.

C. HEALTH POLICY, PLANNING & PROMOTION

1. Youth Development Initiative

Goal 1: The Youth Commission shall promote systemic change that will contribute to the standardization of the 41 Developmental Assets.

Objective 1: Each Youth Commissioner must work on one (1) project as a member of a subcommittee, a specific commission or board, or the Youth Commission as a group. At least four (4) Youth Commission projects will be profiled in the media and in the community.

Objective 2: Each of the projects must be highlighted and profiled in the media and in the community and must reach beyond a single community.

Objective 3: Adult mentors will receive training in the following areas: Youth Development Principles (41 Developmental Assets), Genuine Youth Involvement, and How to Mentor Youth.

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

Objective 1: At least eighty-five (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 (85%) of 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.

Objective 3: Youth Commissioners will receive training in the areas of: Youth Development Principles (41 Developmental Assets) and How to advocate for youth issues. In addition, experiential training experiences will be provided to Youth Commissioners (ex. Attending a legislative meeting in Sacramento).

Goal 3: Adult mentors 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 mentors 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: A cohort of Youth Commission alumni will be identified. Of that cohort, 80% will report continue participation in community service one year after the Youth Commission term as indicated by a follow-up survey.

III. REPORTING REQUIREMENTS

A. HEALTH POLICY, PLANNING & PROMOTION – 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

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 ("Payment") 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 EIGHT HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS (\$899,428).

B. MENTAL HEALTH SERVICES (SAN MATEO COUNTY ORG. #61301)

1. Mental Health Services (Authorized by the MHP)

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, Paragraph I.A.1. 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.

Service Type	2006-07
Assessment, per case	\$118.08
Code A8100	

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.

Service Type	2006-07
Individual Therapy, per session Code 90807	\$55.70
Group Therapy, per person, per session Code 90853	\$17.82
Family Therapy, per hour; includes all members Code 90847	\$66.84
Collateral, per session Code 90887	\$55.70
Clinical Consultation, telephone/15 minutes Code X8522	\$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.

Service Type	2006-07
Expanded Screening/Assessment Services, per assessment Code A8125	\$132.61

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.

Service Type	2006-07
Psychological Testing, per evaluation Code T9561	\$450.88

2. Girls' Juvenile Drug Court Expansion Program

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 FIFTY-EIGHT THOUSAND EIGHTY-FOUR DOLLARS (\$58,084) for services provided under Exhibit A, Paragraph 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.

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, per evaluation	\$450.88
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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:

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

3. Child Abuse Treatment Program Payment Schedule

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 NINE THOUSAND EIGHTY-EIGHT DOLLARS (\$209,088) for services provided under Exhibit A, Paragraph I.A.3. of this Agreement.

a. Mental Health Services

For services as described in Paragraph I.A.3.d.4)a) of Exhibit A County shall pay Contractor at a rate of ONE DOLLARS AND THIRTY-TWO CENTS (\$1.32) per minute of service, for services that have been documented in the medical record maintained by Contractor to meet documentation requirements of the Medi-Cal program.

b. Crisis Intervention Services

For services as described in Paragraph I.A.3.d.4)b) of Exhibit A County shall pay Contractor at a rate of THREE DOLLARS AND SEVENTY-FIVE CENTS (\$3.75) per minute of service, for services that have been documented in the medical record maintained by Contractor to meet documentation requirements of the Medi-Cal program.

c. Case Management Services

For services as described in Paragraph I.A.3.d.4)c) of Exhibit A County shall pay Contractor at a rate of ONE DOLLAR AND NINETY-FIVE CENTS (\$1.95) per minute of service, for services that have been documented in the medical record maintained by Contractor to meet documentation requirements of the Medi-Cal program.

4. Telephone Hot Line Services

For personnel costs as described in Paragraph I.A.4. of Exhibit A County shall pay up to a maximum of ONE HUNDRED THOUSAND DOLLARS (\$100,000). Payments shall be made for actual costs, and shall be subject to the terms of Paragraph I.B.10. of this Exhibit B. Payment shall be monthly following invoice by Contractor in the amount of EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY THREE CENTS (\$8,333.33).

4. In any event, the maximum amount County shall be obligated to pay for services rendered under Exhibit A Paragraph I.A., of this Agreement shall not exceed THREE HUNDRED NINETY-TWO THOUSAND ONE HUNDRED SEVENTY-TWO DOLLARS (\$392,172) 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). Documentation shall be completed in compliance with the County Documentation Manual (as defined in Paragraph I of Exhibit A). 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 Department.

8. 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.

9. 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 41112), 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 1, 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.D.1.I. 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.

10. Cost Report

- a. 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.

- b. If the annual Cost Report provided to County reveals that total payments to Contractor exceed the total allowable costs for all of the services rendered by Contractor to eligible clients during the reporting period, a single payment in the amount of the difference shall be made to County by Contractor, unless otherwise authorized by the Director of Health or her designee.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

- a. Option One

- 1) Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. With every invoice submitted by Contractor to County, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for each such invoice. The County may withhold payment to Contractor for any and all services for which this required proof of third-party payments and/or denials of such payments is not provided. County may deduct from its payments to Contractor the amount of any such third-party payment. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.
- 2) Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and in subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due with the first invoice of the Agreement for services provided to said clients.

b. Option Two

- 1) Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The County may withhold payment to Contractor for any and all services pending notification or receipt of such third-party payments or denials of such payments. County may deduct from its payments to Contractor the amount of any such third-party payment. To the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.

- 2) Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due with the first invoice of the Agreement for services provided to said clients.

C. HEALTH POLICY, PLANNING & PROMOTION (SAN MATEO COUNTY ORG #55521)

1. Youth Development Initiative

Contractor shall receive a maximum of ONE HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED DOLLARS (\$126,700) for Youth Development Initiatives activities for services provided July 1, 2006 - June 30, 2007. Invoices shall be monthly, for actual expenses incurred, based on the budgets incorporated in Exhibit C. Contractor will be reimbursed for net cost of providing the herein described programs as outlined in Paragraph I.B.1. of Exhibit A.

D. PUBLIC HEALTH DIVISION (SAN MATEO COUNTY ORG #62810)

1. Total funding for services outlined in Exhibit A, Paragraph I.C. shall not exceed THREE HUNDRED EIGHTY THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS (\$380,556) for the term July 1, 2006 to June 30, 2007.
2. Unless otherwise authorized by the Director of Health or her authorized representative, the rate of payment by County to Contractor shall be one-twelfth (1/12) of the amount specified in Exhibit B, Paragraph I.D.1, or THIRTY ONE THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS (\$31,713), payable at the end of each month beginning July 31, 2006.
3. Contractor shall submit all invoices for the six community workers by the 15th of the month for services delivered in the previous month utilizing the invoice form provided by the County. The original of the invoice should be mailed to Leila Delarosa, Health Department Accounting, 225 West 37th Avenue, San Mateo, 94403. One copy should be sent to Sharon Jones, Pre-3, 150 West 20th Avenue, San Mateo, 94403. Upon approval of invoice, Contractor shall be paid.

E. All Services

1. County may withhold all or part of Contractor's total payment if the Director of the Health or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.
2. County shall give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
3. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately upon County's written notice with justification to Contractor.
4. Contractor's annual 2006-2007 budgets for Youth Development Services and Child Abuse Treatment Services are attached and incorporated into this Agreement as Exhibit C and Exhibit D, respectively.
5. Budget modifications may be approved by the Director of Health or her designee, subject to the maximum amount set forth in Paragraph 3.
6. The Director of Health is authorized to execute subsequent amendments and minor modifications not to exceed an aggregate of \$25,000 and to make minor changes in the types of services and activities provided under the agreement.
7. In the event this Agreement is terminated prior to June 30, 2007, the Contractor shall be paid for services already provided pursuant to this Agreement.

Exhibit C - Youth Development Budget

			Youth Development Initiative	
			Budget for Fiscal Year 2006-07	
Personnel				
Program Manager	22 hrs/52 weeks			31,723
Project Coordinator	32 hrs/52 weeks			36,160
Youth Apprentices	16 hrs/52 weeks			8,320
Department Director	1 hr/52 weeks			1,673
				77,876
Payroll Taxes/Benefits				17,609
		TOTAL PERSONNEL		95,485
Operating Expenses				
Office Supplies				600
Program Supplies (Includes Marketing)				850
Telephone				1,200
Postage				595
Printing and Copying				1,800
Mileage				600
Conference Fees				4,000
Meeting Food Costs				800
Membership Dues				150
Recruitment				200
Rent				8,280
Consultants/Trainings				1,500
Fingerprint/DMV/Child Abuse				200
Health Screening/TB Testing				200
Youth Stipends				1,800
Administrative Allocation				18,700
		TOTAL OPERATING		41,475
		TOTAL EXPENSES		136,960
Health Department Contribution				126,700

Exhibit D - YFES Budget Child Abuse Treatment

Child Abuse Treatment Budget FY 2006-07					
Personnel					
Clinician 2.50 FTE					124,600
Supervision					15,750
					140,350
Benefits and Taxes					30,748
		TOTAL PERSONNEL			171,098
Operating Expenses					
Supplies/Telephone/Postage/Printing					1,200
Mileage					500
Meeting Food Costs					100
Rent					8,321
Consultants/Trainings					400
Employee Costs					288
Indirect					27,181
		TOTAL OPERATING			37,990
		TOTAL EXPENSES			209,088

Attachment C
Election of Third Party Billing Process

San Mateo County Mental Health Services is required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first will be denied.

In order to comply with the serial billing requirement you must elect which of the two following options to use in our contract with you. In either case, you will need to establish the eligibility of your clients through the completion of the standard form (Payor Financial Form) used to collect this information. Please select and complete one of the two options below:

Option One

Our agency will bill other insurance, and provide San Mateo County Mental Health Services (SMCMHS) with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCMHS for the remainder.

We _____ (agency name) elect option one.

Signature of authorized agent

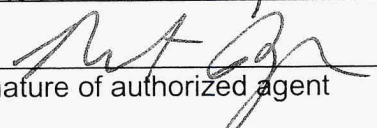
Name of authorized agent

Telephone number

Option Two

Our agency will provide information to San Mateo County Mental Health Services (SMCMHS) so that SMCMHS may bill other insurance before billing Medi-Cal on our agency's behalf. This will include completing the attached client Payor Financial Form and providing it to the SMCMHS Billing Office with the completed "assignment" that indicates the client's permission for SMCMHS to bill their insurance.

We Youth And Family Empowerment (agency name) elect option two.
SERVICE


Signature of authorized agent

Robert Rybicki
Name of authorized agent

650-591-9623
Telephone number

Please note if your agency already bills private insurance including Medicare for services you provide, then you must elect Option One. This is to prevent double billing. Please return this completed form to:

Doreen Avery, Business Systems Manager
Mental Health Services
225 37th Avenue
San Mateo, CA 94403
(650) 573-2284

Attachment D - Payor Financial Form

AGENCY NAME:

Client's Last Name/MH ID # (if known)	First Name M.I.	Alias or other names Used
Client Date of Birth	Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, Social Security Number (Required)	26.5 (AB3632) <input type="checkbox"/> Yes <input type="checkbox"/> No IEP (SELPA) start date _____

Does Client have Medi-Cal? ☐ Yes ☐ No Share of Cost? ☐ Yes ☐ No Client's Medi-Cal Number (BIC Number)? _____
Please attach copy of MEDS Screen If client is Full scope Mcal, skip the remaining sections of this form and fax to MIS/Billing Unit – 573-2110
 Is Client Potentially Eligible for Medi-Cal Benefits? ☐ Yes ☐ No Client Referred to Medi-Cal? ☐ Yes, give date: _____ ☐ No
 Is this a Court-ordered Placement? ☐ Yes ☐ No
 Does Client have Medicare? ☐ Yes ☐ No If yes, please check all that apply ___ Part A ___ Part B ___ Part D (effective 1/1/06)
 What is the Client's Medicare Number? _____

Responsible Party's Information (Guarantor):

Name _____ Phone _____ Relationship to Client _____ ☐ Self
 Address _____ City _____ State _____ Zip Code _____
☐ Refused to provide Financial Information and will be charged full cost of service.

FINANCIAL ASSESSMENT – Annual UMDAP (Uniform Method of Determining Ability to Pay)

Gross Monthly Income (include all in the Household) A. Self\$ _____ B. Parents/Spouse/Domestic Partner\$ _____ C. Other\$ _____ Number of Persons Dependent on Income _____	Allowable Expenses A. Court Ordered Monthly Obligation \$ _____ B. Monthly Child Care Payments (Only if Necessary for Employment) \$ _____ C. Monthly Dependent Support Payments \$ _____ D. Monthly Medical Expense Payments \$ _____ E. Monthly Mandated Deductions for Retirement Plan (Do not include Social Security).....\$ _____ F. Housing Cost (Mortgage/Rent) \$ _____
Asset Amount (List all liquid assets) A. Savings.....\$ _____ B. Checking.....\$ _____ C. Stocks.....\$ _____	

3rd Party HEALTH INSURANCE INFORMATION

Health Plan or Insurance Company (Not employer) Name of Company _____ Street Address _____ City _____ State _____ Zip _____ Insurance Co. phone number _____	Policy Number _____ Group Number _____ Name of Insured Person _____ Relationship to Client _____ Social Security Number of Insured Person _____ (if other than client)
Does this Client have Healthy Families Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete San Mateo County Mental Health SED form.	Does this Client have Healthy Kids Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No Does this Client have HealthWorx Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No

CLIENT AUTHORIZATION –This section is not required for Full scope Medi-Cal Clients

I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more than the UMDAP liability amount, I pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided under 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

Signature of Client or Authorized Person

Date

Reason if client is unable to sign

Client Refused to Sign Authorization: ☐ (Please check if applicable) Date _____ Reason _____

Name of Interviewer

Phone Number

Best Time to Contact _____

FAX COMPLETED COPY TO: MIS/BILLING UNIT (650)-573-2110

ENTERED BY

San Mateo County Mental Health Services Use Only
CLIENT ACCOUNT #

DATA ENTRY DATE

MEDI-CAL AND HEALTHY FAMILIES/HEALTHY KIDS/HEALTH WORKS ELIGIBILITY

Below are instructions for accessing the State's MEDS (Medi-Cal Eligibility Determination System) to determine eligibility and clearing share of cost through the internet. If you do not have access to the internet, please call Bernadette Ortiz (phone: 650-573-2712) or Analiza Salise (phone: 650-573-2442) to verify eligibility.

Instructions for Obtaining Medi-Cal Eligibility Using Internet

- Double click on Internet Explorer
- Type in the address box: <https://www.medi-cal.ca.gov/eligibility>
- From the Login Center Transaction Services screen, enter
Userid: **usually 5 zeros followed by your provider number**
- Enter state assigned password – call Medi-Cal Provider Relations Phone Support @
1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine Patient's Eligibility
- From Perform Eligibility screen fill in the following fields:
 - Recipient ID – enter the client's Social Security # (without dashes)
 - Date of Birth – enter the client's DOB (mm/dd/yyyy)
 - Date of Card Issue – if unknown, enter today's date (mm/dd/yyyy)
 - Date of Service – enter the date on which the service is to be performed (mm/dd/yyyy)
 - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Instructions for Clearing Medi-Cal Share of Cost Using Internet

- Double click on Internet Explorer
- Type in the address box: <https://www.medi-cal.ca.gov/eligibility>
- From the Login Center Transaction Services screen, enter
Userid: **your provider number preceded by 5 zeros**
- Enter state assigned password - call Medi-Cal Provider Relations Phone Support @
1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine
Share of Cost
- From Perform SOC screen fill in the following fields:
 - Recipient ID – enter the client’s Social Security # (without dashes)
 - Date of Birth – enter the client’s DOB (mm/dd/yyyy)
 - Date of Card Issue – if unknown, and clearing service for the current month, enter today’s date. If you are clearing a retroactive service, you must have the BIC issue date. (mm/dd/yyyy)
 - Date of Service – enter service date for the “SOC Clearance.” (mm/dd/yyyy)
 - Procedure Code – enter the procedure code for which the SOC is being cleared. The procedure code is required. (90862, 90841, 90882, etc.)
 - Billed Amount – enter the amount in dollars and cents of the total bill for the procedure code. (ex. 100 dollars would be entered as 100.00). If you do not specify a decimal point, a decimal followed by two zeros will be added to the end of the amount entered.
 - Share of Cost Case Number – optional unless applying towards family member’s SOC case
 - Amount of Share of Cost – optional unless a SOC case number was entered
 - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Select SOC Case – this item affects how the Patient Recall button (described above) functions. Simply select the circle above the SOC case number that you want the Patient Recall button to use when it fills out the form. Note that the SOC case numbers are only available if the previous transaction was an Eligibility transaction.

The “Last Used” choice contains the SOC Case number that was used if the previous transaction was a SOC transaction. This is also a default choice if none are selected.

Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set*. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Electronic Protected Health Information*. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law*. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident*. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule*. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

ATTACHMENT I

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

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

☐ a. Employs fewer than 15 persons.

☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation. Lillian Doherty

Name of 504 Person - Type or Print

Youth and Family Enrichment Services

Name of Contractor(s) - Type or Print

610 Elm Street #212

Street Address or P.O. Box

San Carlos CA 94070

City, State, Zip Code

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

[Signature]
Signature

EXECUTIVE DIRECTOR
Title of Authorized Official

8/11/04
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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."

ATTACHMENT J

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b)

____ a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).

☒ b. do exercise supervisory or disciplinary power over a children (Penal 11105.3). *all employees fingerprinted -*

Youth & Family Enrichment Services
Name of Contractor

Lillian Doherty
Signature of Authorized Official

Lillian Doherty
Name (please print)

Human Resources Manager
Title (please print)

8/14/06
Date

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 no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Executed this 11 day of August, 2006 at SAN CARLOS, CA.
(City) (State)

[Signature]
Signature

Robert Rybicki
Name (Please Print)

EXECUTIVE DIRECTOR
Title

CONTRACT INSURANCE APPROVAL

DATE: July 1, 2006
TO: Steve Rossi FAX: 363-4864 PONY: EPS 163
FROM: John Klyver
PHONE: 2641 FAX: 2841 PONY: MLH 322

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

CONTRACTOR NAME: Youth & Family Enrichment Services

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

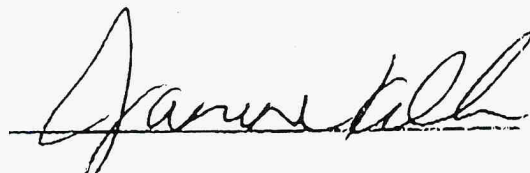
NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: +15

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: See attached agreement

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	1 Mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	1 Mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	1 Mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	State form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:


Risk Management Signature

8/4/06
Date

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID ZJ
YOUTH-5DATE (MM/DD/YYYY)
08/14/06

PRODUCER (PA) Heffernan Insurance Brkrs 1808A Embarcadero Road Palo Alto CA 94303 Phone: 650-842-5200 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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Youth & Family Enrichment Serv 610 Elm Street, #212 San Carlos CA 94070	INSURER A: NONPROFITS INSURANCE ALLIANCE	
	INSURER B: EVEREST NATIONAL INS. CO.	
	INSURER C: James River Insurance 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.

INSR/ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	GENERAL LIABILITY	200514280NPO	11/11/05	11/11/06	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10000
					PERSONAL & ADV INJURY	\$ 1000000
	<input checked="" type="checkbox"/> Sexual Misconduct				GENERAL AGGREGATE	\$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				Emp Ben.	1000000
A	AUTOMOBILE LIABILITY	200514280NPO	11/11/05	11/11/06	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" 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/UMBRELLA LIABILITY	200514280UMBNPO	11/11/05	11/11/06	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1000000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10000					\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	6600000120061	07/01/06	07/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT				\$ 1000000	
	E.L. DISEASE - EA EMPLOYEE				\$ 1000000	
	E.L. DISEASE - POLICY LIMIT				\$ 1000000	
C	OTHER	00009219	03/28/06	03/28/07	Limits	250000
	Professional E&O				Retention	5000

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 MAT

County of San Mateo
Health Dept. - Mental Health
Attn: Mary Vozrkas
225 West 37th Avenue
San Mateo CA 94403

CANCELLATION

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

AUTHORIZED REPRESENTATIVE