

**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  
purpose 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 Child Abuse Treatment Services

Exhibit D— Contractor’s Budget for Youth Development Initiative

Attachment C—Election of Third Party Billing Process

Attachment D—Payor Financial Form

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 ONE MILLION TWO HUNDRED NINETEEN THOUSAND NINE HUNDRED TWENTY FOUR DOLLARS (\$1,219,924).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2009 through June 30, 2010.

This Agreement may be terminated by Contractor, the Director of Health 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 I will comply

with such provisions before commencing the performance of the work of this Agreement.

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

Such insurance shall include:

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

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

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

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

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

**11. Non-Discrimination 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 State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of County to:**

San Mateo County Health System  
Attn: Jean Fraser  
225 37<sup>th</sup> Avenue  
San Mateo, California 94403

**In the case of Contractor, to:**

Youth & Family Enrichment Services  
Attn: Michael Garb, CEO  
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: \_\_\_\_\_  
Mark Church, President,  
Board of Supervisors, San Mateo County

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

ATTEST:

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

Youth and Family Enrichment Services

\_\_\_\_\_  
Contractor's Signature

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



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. BEHAVIORAL HEALTH AND RECOVERY SERVICES

In full consideration of the payments herein described in Exhibit B, 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 Health 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 Behavioral Health and Recovery Services ("BHRS") 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 Court 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 and Family Treatment Collaborative

#### a. San Mateo Child and Family Treatment Collaborative

Contractor, Edgewood Center for Children and Families (“Edgewood”), and the Department of Psychiatry at the University of California, San Francisco (“UCSF”), shall work together as the San Mateo Child and Family Treatment Collaborative (the “Collaborative”) in the provision of Child and Family Treatment Collaborative 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 BHRS, 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”), BHRS, 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.A.3.d.1). of this Exhibit A) is determined to be at-risk for abuse, neglect or molestation (as such risk is described in Paragraph I.A.3.h.. 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 forty-three (158,443) 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. Initial assessment services. This includes clinical analysis of the history and current status of the client/enrollee's mental, emotional or behavioral condition.
- ii. Annual assessment: This consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.
- iii. 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.
- iv. 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).

- v. 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.
- vi. 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.
- vii. 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.
- viii. Plan Development: Plan Development may consist of the following:
  - (1) When staff develop Client Plans (as such term is described in Paragraph I.A.3.i. 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.

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 Child Protective Services
  - (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 (1<sup>st</sup>) 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.
  - 8) Services may be continued following the closing of a case by Children and Family Services if medical necessity warrants continued treatment. These cases will be reviewed by County Clinical Services Manager and appropriate transition plans shall be developed.
- 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:
    - i. immediately notify by telephone the Social Worker and the Social Worker's supervisor of such risk determination; and
    - ii within one (1) working day of such notification, fax to the Social Worker a completed risk assessment report;
  - e) 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 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 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 BHRS 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. Crisis Hotline and Clinical Support Services

- a. Contractor shall provide a 1.0 FTE Spanish-speaking 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.
- b. Clinicians shall respond to requests from schools and provide crisis intervention services to youth, consultation to school staff, and provide appropriate referrals for youth and families as clinically indicated.
- c. Contractor shall make referrals to the mental health system through the ACCESS Team.
- d. Contractor shall participate on the BHRS Community Response Team, and shall attend related meetings and trainings, and shall be available to respond to community crises.
- e. Contractor shall submit monthly reports regarding the services provided to BHRS Deputy Director of Youth Services and Assistant Director of BHRS. These reports shall be in a format acceptable to County.

### B. HEALTH POLICY AND PLANNING SERVICES

#### 1. Youth Development Initiative (YDI)

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 at least 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.
  - 1) Work with 1 to 5 youth maximum, who join the Youth Commission but do not want to sit on a board/commission, to build their skills and comfort-level with sitting on a board or commission. These youth would participate in the youth projects but, not serve on the Executive Committee and would not receive the stipends associated with attending board/commission meetings.
  
- b. The Youth Commission will maintain the following standing subcommittee functions: Executive, Outreach and Publicity, Training and Community Capacity Building, and Fundraising. In addition, and/or additional subcommittees addressing specific issues raised by Commissioners and other San Mateo County youth through needs assessments (such as Alcohol Tobacco and Other Drugs (ATOD), Violence, Discrimination, Sex and Sexuality, and Mental Health) will be formed as needed.
  
- c. Youth Commissioners will work on specific projects as members of a subcommittee, a commission or board, or the Youth Commission as a group.
  - 1) Youth Commission projects will be profiled in the media and in the community.
  - 2) Fishbowl forums will be conducted as needed to inform Youth Commission projects and provide insight on priorities and ideas that are important to youth in San Mateo County.
  
- d. The Youth Commission will hold an open forum once a month 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. The Youth Commission will meet at least once a month or as needed to work on their Youth Commission project and for training and team-building. Youth Commission members will be trained on leadership topics that can include but are 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. Eight (8) to eleven (11) County boards and commissions will be staffed by Youth Commission representatives. 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. 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. A goal will be to provide an adult mentor for each youth sitting on a Board or Commission as deemed appropriate by the youth and Adult Ally. Adult mentors will attend the monthly meetings of the Youth Commission and project planning meetings as needed.
- h. A presentation on the mission and goals of the Youth Commission and an overview of the 41 Developmental Assets will be provided to commissions, boards and/or councils that are working with youth members for the first time or as needed.
- i. One or Two Youth Apprentices (working a total of 20 hours combined) will be hired and will be integral in recruiting and 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.
- j. The Youth Commission will prepare and present an annual update to the San Mateo County Board of Supervisors or other County leadership as related to the Youth Commission's annual projects.

## 2. Adult Ally Development

Contractor shall allocate human resources to increase the County's capacity to meet standards of practice around authentic youth engagement and youth-adult partnerships. (Standards of practice include relationship building, youth participation, community involvement and skill building.) During the year of the contract, Contractor shall hire one (1) full-time equivalent (FTE) staff to support youth-adult partnerships created through the Youth Commission and the Youth Commission's policy recommendations through the following activities:

- a. Adult allies ("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. This will be a one-time training occurring by the end of December 2009, and will include adult commission, board and/or council members and allies to the Youth Commissioner.  
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.
- b. Adult allies will receive a follow-up training in spring 2010 to support youth-adult partnerships and ensure successful roll-out of Youth Commission projects.
- c. Staff will provide individualized technical assistance to facilitate the relationship between youth commissioner and adult ally by checking-in frequently, assessing needs and engaging adult allies in training opportunities to enhance their mentoring role (such as dialogues, tailored problem solving or linkages to other adult allies).
- d. Staff will facilitate authentic youth engagement on Boards and Commissions to make the most of young people's participation by providing continued adult ally training or technical assistance to identified key players and interested members.
- e. Staff will work with the County Human Resources Department and serve as support and engage County departments and staff that are committed to enhancing youth development and/or implementing at least one of the Youth Commission's policy recommendations that emerged as part of the 2007 Adolescent Report.

### 3. Evaluation

Contractor shall work with HPP staff to develop and conduct an evaluation of the Youth Commission and the Adult Ally Development components of the project incorporating the measurable goals and objectives described in Paragraph II.C.1. and Paragraph 11.C.2. of Exhibit A. Contractor will engage youth and adult allies in evaluation activities such as focus groups, key informant interviews and/or surveys as needed and determined in the evaluation planning.

- a. Contractor will conduct an evaluation to determine the authenticity of youth-adult engagement on Boards and Commissions by measuring Youth Commissioners' meaningful engagement and strong relationship with an adult ally.
- b. Contractor will conduct an evaluation to determine the impact of the implementation of youth development initiatives and programs such as the Youth Commission on community and county system change and on the youth commissioner's development (i.e. where are they now, life trajectory, etc)

## C. FAMILY HEALTH SERVICES DIVISION

### 1. Community Workers

- a. Contractor shall provide eight (8) 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. Four (4) shall be assigned to the "Low-Mod" Team and four (4) to the Behavioral Health Team/AOD. 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 per fiscal year during the contract period.

## E. ADMINISTRATIVE REQUIREMENTS

### 1. Behavioral Health and Recovery Services

- a. Contractor shall administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.



- b. Cultural Competency
  - 1) All program staff shall receive at least two (1) in-service trainings 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 (3<sup>rd</sup>) quarter of the contract year, and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.
  
- c. Developmental Assets

Contractor shall incorporate the Forty-One (41) Developmental Assets into program treatment goals, individual goals and family goals
  
- d. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Children and Youth Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.
  
- e. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
  
- f. 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](http://www.Exclusions.OIG.HHS.Gov).

- g. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) 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 has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull 1.asp>.
- h. Advance Directives  
Contractor will comply with County policies and procedures relating to advance directives.
- i. Beneficiary Rights  
Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.
- j. 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.
- k. 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.
- l. Compliance Plan and Code of Conduct  
Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS 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.

m. 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.

n. Paragraph 13 of the Agreement and Paragraph I.B.11.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 (18<sup>th</sup>) birthday, or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

2. Family 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).

b. Cultural Competency

All program staff shall receive at least two (1) in-service trainings 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.

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.

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 (3<sup>rd</sup>) quarter of the contract year, and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

3. All Services

a. 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.

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, designed to meet the needs of their specific programs.

Objective 2: Contractor shall engage, recruit or serve young people that reflect and represent the county's demographic diversity, in particular youth from ethnic groups that present lower levels of developmental assets (Pacific Islanders, Hispanic/Latinos and African-Americans).

Goal 2: Contractor shall apply youth development principles into practice across all programs.

Objective 1: Contractor shall document actions taken across all programs toward the adoption of the 41 Developmental Assets, building relationships with and supporting youth, and providing opportunities for authentic youth involvement.

## B. BEHAVIORAL HEALTH AND RECOVERY 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.

Data shall be collected by Contractor

Goal 2: Clients receiving MHP services shall be satisfied with services received.

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 Court Program

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

Objective 1: Program participants will reduce Juvenile Hall incarceration for offenses committed.

Data shall be collected by Contractor.

### 3. Child and Family Treatment Collaborative

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 shall 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 (post 6 months of implementation of services).

Data shall be collected by Contractor.

## C. HEALTH POLICY AND PLANNING

### 1. Youth Development Initiative

Goal 1: The Youth Commission shall promote systemic change that will contribute to promotion and adoption 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.

- Objective 2: At least four (4) Youth Commission projects must be highlighted in the community using media and other venues to reach beyond a single community.
- Objective 3: The Youth Commissioners will build connections with other youth advisory bodies (such as cities' youth action councils and School Wellness Policy committees) to strengthen community-wide positive youth development.
- 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 on a diverse array of topics. Examples of topics include Youth Development Principles (41 Developmental Assets) and How to Advocate for Youth Issues. In addition, Youth Commissioners will participate in experiential learning (e.g. Attending legislative meetings in Sacramento).
- Goal 3: 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, eighty percent (80%) will report continue participation in community service one year after the Youth Commission term as indicated by a follow-up survey.

## 2. Adult Ally Development

- Goal 1: Adult allies will become more aware of issues facing youth and will apply this knowledge in decision-making processes on issues that affect youth and families.
- Objective 1: At least ninety percent (90%) of adult allies 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 2: The Adult Ally staff shall promote systemic change that will contribute to the promotion and adoption of the 41 Developmental Assets.
- Objective 1: At least seventy-five percent (75%) of adult allies will document at least one systemic change that facilitates greater partnership with young people (e.g. change in meeting structure and format, providing consistent opportunities for youth voice, engaging youth in decision-making processes).
- Objective 2: Adult allies will receive at least one training in the following areas: Youth Development Principles (41 Developmental Assets), Genuine Youth Involvement, and How to Mentor Youth.
- Objective 3: Adult Ally and Youth Commissioner pairs will be encouraged and supported to conduct one (1) presentation on the mission and goals of the Youth Commission and an overview of the 41 Developmental Assets to their appointed Board or Commission and/or another relevant topic.



- Objective 4: Adult ally staff will conduct at least three (3) trainings open to County staff and community partners to promote the 41 Developmental Assets and youth-adult partnerships, and raise awareness of the role of an adult ally.
- Objective 5: Adult ally staff will conduct at least three (3) trainings open to County staff and community partners (contractors) on how to incorporate a Youth Development framework and language into work plans and contracts.
- Goal 3: Adult Ally staff will engage, monitor and coach adult allies in effectively mentoring Youth Commissioners.
- Objective 1: Staff will engage Adult Allies in a minimum of four (4) check-ins to assess potential coaching and technical assistance opportunities.
- Objective 2: At least eighty-five percent (85%) of Youth Commissioners will report a satisfactory mentorship experience with an Adult Ally on a Board or Commission, as indicated by surveys completed at the end of the Youth Commission term.
- Objective 3: At least eighty-five percent (85%) of Adult Allies will report a satisfactory mentorship experience with a Youth Commissioner, as indicated by surveys completed at the end of the Youth Commission term.

### III. REPORTING REQUIREMENTS

#### A. HEALTH POLICY AND PLANNING – 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, adult ally development, and technical assistance to adult allies in San Mateo County, describing the groups served;

3. These reports must be submitted within ten (10) days after the end of each month.
4. An annual report at the end of the fiscal year with the evaluation plan and results included.

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 ONE MILLION TWO HUNDRED NINETEEN THOUSAND NINE HUNDRED TWENTY FOUR DOLLARS (\$1,219,924).
  
- B. BEHAVIORAL HEALTH AND RECOVERY 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 SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) 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.

<b>Service Type</b>	<b>2009-10</b>
Assessment, per case	\$124.00
Code <b>A8100</b>	

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.

<b>Service Type</b>	<b>2009-10</b>
Individual Therapy, per session Code <b>90806</b>	\$88.00
Group Therapy, per person, per session Code <b>90853</b>	\$29.00
Family Therapy, per hour; includes all members Code <b>90847</b>	\$90.00
Collateral, per session Code <b>90887</b>	\$59.00
Clinical Consultation, telephone/15 minutes Code <b>X8522</b>	\$12.00

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.

<b>Service Type</b>	<b>2009-10</b>
Expanded Screening/Assessment Services, per assessment Code <b>A8125</b>	\$135.00

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.

<b>Service Type</b>	<b>2009-10</b>
Psychological Testing, per evaluation	\$450.88
Code <b>T9561</b>	

2. Girls' Juvenile Court 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 SIXTY-ONE THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS (\$61,621) 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
--	----------

- 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	\$124.00
Psychological Testing Package	\$450.88
Individual Therapy, per session	\$ 88.00
Group Therapy, per person, per session	\$ 29.00
Family Therapy, per hour; includes all members	\$ 90.00
Clinical Consultation, telephone per 15 minutes	\$ 12.00

### 3. Child and Family Treatment Collaborative 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 TWENTY-ONE THOUSAND DOLLARS (\$221,000) 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 DOLLAR AND FORTY CENTS (\$1.40) 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 EIGHTY-EIGHT CENTS (\$3.88) 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 TWO DOLLARS AND TWO CENTS (\$2.02) 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 SIX THOUSAND NINETY DOLLARS (\$106,090). Payments shall be made for actual costs, and shall be subject to the terms of Paragraph I.B.11. of this Exhibit B. Payment shall be monthly following invoice by Contractor in the amount of EIGHT THOUSAND EIGHT HUNDRED FORTY DOLLARS AND THIRTY THREE CENTS (\$8,840.33).

5. 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 FOUR HUNDRED SIXTY-THREE THOUSAND SEVEN HUNDRED ELEVEN DOLLARS (\$463,711) for the contract term.
6. Monthly Reporting
  - a. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. 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.

7. 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.

8. 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.A 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 BHRS of the Health Department.

9. 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.
10. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
11. 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 \_\_\_\_\_, 20\_\_

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.E.1.n. 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.

12. 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.
13. 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.
14. 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.
15. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

## 16. 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 AND PLANNING (SAN MATEO COUNTY ORG #55521)

1. Youth Development Initiative, Adult Ally Development, and Evaluation

Contractor shall receive a maximum of TWO HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED AND FORTY FIVE (\$217,845) for Youth Development Initiative and Adult Ally Development activities for services provided July 1, 2009 - June 30, 2010. Distributed as follows: ONE HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS (\$136,345) for the Youth Development Initiative; and EIGHTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$81,500) for the Adult Ally Development allocated for personnel dedicated to Adult Ally activities. Invoices shall be monthly, for actual expenses incurred, and 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. and Paragraph 1.B.2. of Exhibit A.

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

1. Total funding for services outlined in Exhibit A, Paragraph I.C. shall not exceed FIVE HUNDRED THIRTY EIGHT THOUSAND THREE HUNDRED SIXTY EIGHT DOLLARS (\$538,368) for the term July 1, 2009 to June 30, 2010.
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 FORTY FOUR THOUSAND EIGHT HUNDRED SIXTY FOUR DOLLARS (\$44,864), payable at the end of each month beginning July 31, 2009.
3. Contractor shall submit all invoices for the eight community workers by the 15<sup>th</sup> 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 Accounting Department/Family Health Services, San Mateo County Health Department, 2000 Alameda de las Pulgas, Suite 200, San Mateo, 94403. Upon County's receipt of Contractor's invoice, County will make good faith efforts to process the invoice in a timely manner.

F. All Services

1. County may withhold all or part of Contractor's total payment if the Chief of the Health System 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 2009-2010 budgets for Youth Development Services and Child and Family Treatment Collaborative Services are attached and incorporated into this Agreement as Exhibit C and Exhibit D, respectively.
5. Budget modifications may be approved by the Chief of the Health System or her designee, subject to the maximum amount set forth in Paragraph 3.
6. In the event this Agreement is terminated prior to June 30, 2010, the Contractor shall be paid for services already provided pursuant to this Agreement.

EXHIBIT C  
2009-10 Budget  
Child Family Treatment Services

**Personnel**

2.50 FTE Clinicians	141,134
Taxes/Benefits/Workers Comp	<u>32,461</u>
TOTAL PERSONNEL	173,595

**Operating Expenses**

Supplies/Telephone/Postage/Printing	2,120
Mileage	2,400
Meeting Food Costs	196
Rent	9,486
Consultants/Trainings/Supervision	2,520
Employee Costs	<u>200</u>
	16,922

Indirect	30,483
----------	--------

TOTAL EXPENSES	221,000
----------------	---------

EXHIBIT D  
Budget 2009-10  
YDI-Youth Asset Team and Commissioners

					Youth Asset Team and Commissioners		Youth Asset Team and Commissioners	
							<b>County's Portion</b>	
<b>Revenue</b>								
County San Mateo-Health (YDI)					217,845		217,845	
					<b>217,845</b>		<b>217,845</b>	
<b>Personnel</b>								
Program Manager 22 hrs/52 weeks					34,650		34,650	
Project Coordinator 40 hrs/52 weeks					47,947		47,947	
Youth Apprentices 20 hrs/52 weeks					18,304		11,440	
Adult Ally 40 hrs/ 52 weeks					41,200		41,200	
					142,101		135,237	
Payroll Taxes/Benefits					32,683		31,105	
TOTAL PERSONNEL					174,784		166,342	
<b>Operating Expenses</b>								
Office Supplies					400		200	
Program Supplies ( Includes Marketing)					400		200	
Telephone					800		600	
Postage					100		50	
Printing and Copying					50		5	
Mileage					2,200		1,800	
Conference Fees					-		-	
Meeting Food Costs					1,400		1,400	
Membership Dues					-		-	
Recruitment					1,300		-	
Rent					12,000		12,000	
Fingerprint/DMV/Child Abuse					128		100	
Health Screening/TB Testing					200		100	
Youth Stipends					5,000		5,000	
Administrative Allocation					31,483		30,048	
					55,461		51,503	
TOTAL EXPENSES					230,245		217,845	
DIFFERENCE					(12,400)		0	



**Attachment C**  
**Election of Third Party Billing Process**

San Mateo County Behavioral Health and Recovery 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 \_\_\_\_\_(agency name) elect option two.

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Name of authorized agent

\_\_\_\_\_  
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 37<sup>th</sup> Avenue  
San Mateo, CA 94403  
(650) 573-2284



**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 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.

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City, State, Zip Code

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
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 children (Penal 11105.3).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Date

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Youth and Family Enrichment Services	Phone:	(650) 591-9623
Contact Person:	Michael Garb	Fax:	(650) 591-9750
Address:	610 Elm Street, Suite 212 San Carlos, CA 94070		

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

**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.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
Requester's name and address (optional)		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								
or								
Employer identification number								

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.



**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <sup>2</sup>

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

