

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND STARLIGHT ADOLESCENT CENTER, INC.,
FOR PROVISION OF MENTAL HEALTH SERVICES
FOR FISCAL YEAR JULY 1, 2000, THROUGH JUNE 30, 2001**

THIS AGREEMENT ("Agreement") is entered into at San Jose, California, between County of Santa Clara ("County"), a political subdivision of the State of California, and Starlight Adolescent Center, Inc., a for-profit corporation ("Contractor"). The purpose of this Agreement is the provision of mental health services to residents of County, pursuant to statutes and agreements with the State of California. The parties agree as follows:

1. OBLIGATIONS OF CONTRACTOR

1.1. Services and Standards. Contractor agrees to supply the services described in Exhibit A, in the amounts detailed in Exhibit B, which are incorporated herein by reference. Contractor agrees that services shall be provided throughout the year as indicated in Exhibit A. Contractor shall provide services to the patient population described in Exhibit A. The parties agree that any distribution of services between the client categories set forth in Exhibit A is programmatically significant. Contractor further agrees to maintain, at a minimum, the staffing necessary to meet government licensing and certification requirements and to fulfill program obligations under this Agreement.

1.2. Space and Supplies. Contractor will furnish all space, utilities, equipment, and furniture necessary to provide the services described in this Agreement (including Exhibit A) at its own expense, except as may be approved by the Mental Health Director. Contractor agrees to clean and maintain such space in an appropriate manner.

1.3. Compliance With Law.

1.3.1. Licensure. Contractor agrees that all facilities and staff including, but not limited to, all professional and paraprofessional staff used to provide services will maintain throughout the term of this Agreement and any extensions thereof, such qualifications, licenses and/or permits as are required by State or local law or are necessary to receive payment from the Federal government under the Medicare or Medicaid programs. The parties agree that failure to comply with this provision shall be considered a material breach of this Agreement.

1.3.2. Compliance with Medicare Rules. Contractor agrees to comply with the requirements of the Medicare Act, 42 U.S.C. section 1395 et seq. and regulations and rules promulgated by the Health Care Financing Administration, as they relate to conditions of certification, coverage and reimbursement. To the extent that County develops procedures for implementing these requirements, Contractor shall follow such procedures. Contractor shall become responsible for compliance with any changes or new procedures developed by County thirty days after the date of notice of the terms of such changes or new procedures, provided however that if an earlier compliance date is required by federal, state or local regulation, Contractor shall be responsible for compliance on the date specified in the federal, state or local regulation.

1.3.3. Compliance with Medi-Cal Rules. Contractor agrees to comply with the requirements imposed by statutes, regulations and rules governing certification,

coverage and reimbursement by Medi-Cal, including but not limited to the applicable provisions of the California Welfare and Institutions Code, Title 22 of the California Code of Regulations, the Federal Medicaid Act, Title XIX of the Social Security Act, 42 U.S.C. section 1396 et seq., and any applicable regulations promulgated thereunder. To the extent that County develops procedures for implementing these requirements, Contractor shall follow such procedures. Contractor shall become responsible for compliance with any changes or new procedures thirty days after the date of notice of the terms of such changes or new procedures, provided however that if an earlier compliance date is required by federal, state or local regulation, Contractor shall be responsible for compliance on the date specified in the federal, state or local regulation.

1.3.4. Compliance With Other Laws. Contractor agrees to provide services under this Agreement in accordance with the Bronzan-McCorquodale Act (Welfare and Institutions Code section 5600 et seq.) and any regulations promulgated thereunder; the applicable provisions of the Welfare and Institutions Code, Health and Safety Code, and Titles 9 and 22 of the California Code of Regulations; the ordinances and resolutions of the County of Santa Clara Board of Supervisors and the applicable policies, procedures and guidelines of County of Santa Clara, Health and Hospital Systems, Mental Health Department; any State policies as identified in the State Department of Mental Health or Department of Health Services Letters and in the Cost Reporting/Data Collection Manual, and any other applicable provision of law or regulation. This obligation specifically includes an agreement by Contractor to honor the patient's rights set forth in the above referenced statutes and regulations.

1.3.5. Compliance with Grant Agreements. Contractor shall comply with the terms of federal and State funding contracts in which the County is a Grantee, and said contract provisions shall be deemed a part of this Agreement as if fully set forth herein.

1.3.6. Debarment and Exclusion Provisions. Contractor certifies that Contractor or its employees, subcontractors or agents have not been convicted of a criminal offense related to health care nor is Contractor or its employees, subcontractors or agents listed by any federal or state agency as debarred, excluded or otherwise ineligible for participating in federal or state funded health care programs. Contractor agrees that if criminal charges are brought or debarment or exclusion sought of Contractor or its employees, subcontractors or agents providing services under this Agreement, the same shall be removed from any responsibility for or involvement in the provision of services under this Agreement during the pendency of such proceedings and that Contractor shall notify the County of the pendency of such charges or proposed debarment or exclusion. Contractor shall indemnify, defend, and hold harmless County for any loss or damage resulting from Contractor or its employees, subcontractors or agents' debarment or exclusion.

1.3.7. Prohibitions on Conflict of Interest and Referrals. In addition to County's and Contractor's obligations to comply with applicable federal, state and local laws respecting the conduct of their respective business and profession, County and Contractor acknowledge that they are subject to certain federal and state laws governing Conflict of Interest and Referral of Patients which are in effect or will become effective during the term of this Agreement. Contractor shall comply with such laws. These laws include prohibitions on:

(1) Payments for referral or to induce the referral of patients (Cal. Business and Professions Code section 650; Cal. Labor Code section 3215; and section 1128B of the Social Security Act); and

(2) The referral of patients by a Contractor or its employees, subcontractors or agents for certain designated health care services to an entity with which the

Contractor or its employees, subcontractors or agents (or the referring party's immediate family) have a financial relationship (Cal. Labor Code sections 139.3 and 139.31, applicable to referrals for workers' compensation services; Cal. Business and Professions Code sections 650.01 and 650.02 applicable to all other patient referrals within the State; and section 1877 of the Social Security Act, applicable to referrals of Medicare and Medi-Cal patients.)

1.4. Staff Training. Contractor shall implement and maintain an in-service training program in which all of the personnel designated on Exhibit A as "professional" shall participate. Such in-service training program will, at a minimum, cover: (a) treatment review, (b) case conferences, and (c) confidentiality of client information. In addition, all personnel providing social services or mental health services will receive training regarding the special needs and circumstances of persons with disabilities including Acquired Immune Deficiency Syndrome ("AIDS") or AIDS Related Complex ("ARC").

1.5. Admission Procedures. Contractor shall maintain its client admissions procedures and eligibility criteria in writing and shall make such procedures and eligibility criteria available to the public upon request. Such procedures shall be in conformance with the Welfare and Institutions Code section 5600 et seq.

1.6. Consent for Treatment. Contractor agrees to obtain a consent to treat each client covered by this Agreement using a legally adequate consent form in a specific form or format pursuant to California Welfare and Institutions Code section 5326.2 or any other statute or regulation.

1.7. Maintenance and Confidentiality of Records.

1.7.1. Maintenance of Records. Contractor shall maintain adequate medical, clinical and/or rehabilitation records on each client as indicated by program type. Such records shall, at a minimum, include (a) diagnostic studies, if applicable, (b) a description of the goals set for each patient's care, (c) documentation describing services provided by various professionals and paraprofessionals, and (d) documentation regarding client interviews and/or progress notes. Contractor agrees to maintain such records in the form determined or approved by the State of California or by the County Director of Mental Health ("Director"). Moreover, Contractor commits that such records shall be in sufficient detail to facilitate evaluation of the services provided pursuant to this Agreement and shall contain all data necessary to prepare any reports required by the State Department of Mental Health.

1.7.2. Record Retention. Contractor shall maintain Client medical and/or clinical records as required by the California Code of Regulations or any other applicable statutes or regulations. At a minimum, records shall be retained for adult clients for a period of ten years from the date of discharge, and records of persons who are under the age of 18 at the time of treatment shall be retained until either (a) one year beyond the patient's 18th birthday or (b) for a period of ten years from the date of discharge, whichever is later. Contractor shall maintain the records longer if required by law.

1.7.3. Confidentiality. Contractor shall maintain the confidentiality of the medical and psychiatric records of clients as required by State or Federal law including, but not limited to, California Welfare and Institutions Code section 5328 et seq., California Evidence Code section 1010 et seq. and 45 C.F.R. section 205.50. Contractor shall only disclose such

information as authorized by law. Within the confines of the foregoing, Contractor agrees to provide information regarding particular clients to qualified professional persons having medical or psychological responsibility for a client's care, or for use in conservatorship proceedings.

1.7.4. Access to Records At Conclusion of Agreement. When this Agreement expires or is terminated by either party, and is not immediately renewed or extended, all client records shall be delivered by Contractor to County within fifteen (15) working days of the date of termination upon County's request. Client records for this purpose shall include all medical/clinical records, utilization and peer review records, medication monitoring records, and all fiscal records related to funding received under this Agreement unless Contractor is otherwise required by law to retain such records. If Contractor is required to retain such records, Contractor agrees to supply copies of the records to County and to allow inspection of the original records by County upon request. Although Contractor shall, in this event, have possession of client records and information, County shall own all such information and records notwithstanding the provisions of paragraph 1.11.2 below.

1.8. Financial and Statistical Records. Contractor shall maintain all financial, statistical or accounting records, associated with the provision of each type of service described in Exhibit A of this Agreement, necessary to support the cost report prepared pursuant to paragraph 2.11 of this Agreement. Moreover, Contractor shall maintain all statistical data necessary to support the allocation of such costs among programs or types of programs and/or among payers, and shall maintain auditable records, in accordance with generally accepted accounting principles, reflecting the methods and calculations used to make such allocations, and such other statistical data as shall be necessary to satisfy the requirements of State or Federal law. Contractor agrees to maintain such data in a format specified by the State of California or by the Director.

1.8.1. Maintenance of Financial Records. Contractor shall maintain such financial records for a period of seven years from the later of the following events: (a) the termination or expiration of this Agreement, (b) the audit or final settlement of County's or Contractor's claim for payment by Medi-Cal, if the results of such audit or settlement are not appealed, or (c) the completion of an appeal by County of any adjustments or disallowance made by a third-party payer on audit. If there is a dispute, audit, or inspection, records must be retained beyond seven years until the dispute, audit, or inspection is resolved. Contractor shall be responsible for any disallowances related to inadequate documentation.

1.8.2. Access to Records, Facilities and Programs. Contractor agrees to allow the Director, and/or any designated auditor of County, the State of California, including but not limited to officials from the State Department of Mental Health or the State Department of Health Services, or any designated official of Department of Health and Human Services or the fiscal intermediary, or the Comptroller General of the United States, the right to inspect or otherwise evaluate the cost, quality, appropriateness, and timeliness of services performed, to audit and inspect any books and records of Contractor which pertain to services performed and/or determination of the amounts payable under this Agreement, and the right to have reasonable access to facilities, programs, staff, clients/patients, or other material or persons such officials deem necessary to monitor or audit services rendered. Except as otherwise provided in state or federal law, such access shall be provided during Contractor's normal business hours upon proper notice. (See also paragraph 1.14. below.)

1.8.3. Retention and Disclosure of Records. For the purposes of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations thereto, Contractor agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement: (a) Until the expiration of five years after the furnishing of such services pursuant to this Agreement, Contractor shall make available, upon written request to the Secretary of the Department of Health and Human Services (the "Secretary") or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, and Contractor's books, documents and records that are necessary to certify the nature and extent of such costs, and (b) If Contractor carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of five years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

1.9. Disclosure of Violations and Unusual Incidents.

1.9.1. Contractor shall notify the Director, by telephone, of the violation of any provision of this Agreement within 24 hours of obtaining reasonable cause to believe that a violation occurred. Notice of such violation shall be confirmed by delivery to the Director, within 72 hours of obtaining reasonable cause to believe that such violation occurred, a written notice which shall describe the violation in detail.

1.9.2. Contractor shall comply with County policies and requirements concerning the reporting of unusual occurrences and incidents.

1.10. Treatment of Un-sponsored Clients.

1.10.1. Pursuit of Sponsorship. Contractor shall determine, at or about the time a new client is accepted for services, the existence of any third party which is or may become responsible for paying for all or part of the client's services including, but not limited to, Medicare, Medi-Cal or private insurance. Contractor shall make reasonable and consistent efforts to determine possible sponsorship by a third party and shall document such efforts. In the event that Contractor determines that the client is potentially eligible to have a third party pay for services, Contractor shall assist the client in applying for such benefits and in diligently pursuing such application. Failure to comply with the provisions of this section shall be deemed a material breach of this Agreement.

1.10.2. Definition of Un-sponsored Clients. An individual will not be considered an eligible un-sponsored client for purposes of reimbursement under this Agreement unless the provisions of paragraph 1.10.1 have been met in his or her particular case. A patient who is generally eligible to have a third party pay for his or her care but who receives services which are outside the scope of coverage of such third party may be considered un-sponsored. Moreover, if Contractor can demonstrate, through adequate documentation, that a client is unwilling to cooperate with the application for benefits from a third party payer, such client will also be considered un-sponsored.

1.11. County Client Tracking and Services System.

1.11.1. Use of County Client Tracking and Services System. In recognition of the fact that County's electronic client tracking and services system ("OSCAR System") is a critical source of information for purposes of monitoring the provision of services and for obtaining payment for such services, County shall provide Contractor access to such system at Contractor's expense. Contractor shall supply such data as the Director may periodically designate, and input such data into the OSCAR System. Data regarding each client service shall be input within two (2) business days of the date that such services are rendered. The parties agree that, in the event Contractor cannot satisfy this requirement because the OSCAR system is malfunctioning, Contractor shall not be in breach of this Agreement.

1.11.2. Ownership. County shall be deemed the owner of all data processing procedures for the OSCAR System including, but not limited to, the computer program, documentation of the programs, computer manuals, and computer program descriptions. Client data and information entered by Contractor into the OSCAR System and any statistical reports generated from such system utilizing such information shall be co-owned by Contractor and County during the term of this Agreement. Upon termination, Contractor may retain a copy of records but will no longer have access to the OSCAR system or programs. Contractor shall own all original client charts and other individual client documentation not duplicated in the OSCAR System, except as provided in paragraph 1.7.4 of this Agreement. Contractor agrees to make available to County, upon its request, electronic or hard copies of any records or statistical reports generated by Contractor from the OSCAR System.

1.11.3. Limitations On Access To Information. Contractor shall not access client specific information in the OSCAR System except in the following instances: (a) where the information pertains to a client for whom Contractor has medical or psychological responsibility for care; (b) where the information pertains to a client for whom or concerning whom Contractor has obtained consent to access information from the client or his or her guardian or conservator, or substituted consent in the case of a minor, except when otherwise limited by law; and (c) information which Contractor is otherwise entitled to access under California Welfare and Institutions Code section 5328 et seq. and section 5510 et seq. For purposes of subparagraph (b), Contractor agrees to utilize a legally adequate consent form and to make available to County any completed forms upon request. Notwithstanding any other provisions of this Agreement, it is understood that Contractor shall not use the OSCAR System for services provided outside of this Agreement.

1.11.4. Limits on Persons With Access. Contractor shall restrict use of the OSCAR System to employees of Contractor who have completed County's confidentiality training program and have been issued individual passwords for the system. Nothing in these provisions shall be construed to prevent an employee who has properly obtained information from the OSCAR System from making such information available to another employee of Contractor who is entitled to receive information under paragraph 1.11.3.

1.12. Certified Audit. Within one hundred and twenty (120) days of the termination date of this Agreement, and within one hundred and twenty (120) days of any June 30 occurring during the period of this Agreement, Contractor shall furnish to Director the report of an

audit of Contractor's financial records for the period covered since the commencement of the Agreement or the last audited period, whichever is later, as well as a financial statement for that period, prepared by a Certified Public Accountant, or with the Director's written permission, a Public Accountant. Extensions of this Agreement shall not extend the date by which this material must be submitted. Extensions of time to submit the certified audit report and financial statement will be given where such audit is delayed by County's failure to provide necessary information and may be granted in other instances at the sole discretion of the Director. Contractor requests for such extensions must be made, in writing, at least 10 working days prior to the date on which the certified audit report is due.

1.13. Performance Outcomes and Client Satisfaction. All Contractors will comply with State Department of Mental Health performance outcome measurement requirements and County performance indicators for each mode of service as specified in **Exhibit E**.

1.14. Contracting Principles. This contract is a Type II service contract subject to the Resolution of Contracting Principles (Resolution) adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following during the term of this contract:

(a) Contractor shall comply with all applicable federal, state, and local rules, regulations, and laws.

(b) Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period defined in paragraph 1.8.1.

(c) To enable County to determine compliance with the requirements of the Resolution and this contract Contractor shall, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under the contract, except where such access is prohibited by federal or state laws, regulations, or rules.

(d) Contractor shall provide to the County Department/Agency responsible for monitoring the contract, within a reasonable amount of time from receipt by Contractor of the County's request for information, with copies of any and all financial audits completed during the term of the contract. For the purposes of this section, financial audit includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports.

(e) Contractor shall use County funds paid under this contract for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the legal and financial provisions of this contract, this requirement shall not preclude the realization of profit or savings.

(f) Contractor shall promptly advise the County Department/Agency responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State or Local agency for alleged violations of federal, state or local rules, regulations or laws, and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations, or laws.

(g) As required under the Resolution and the County's implementing procedures, Contractor provided to County as a part of the selection process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor's employees, length of service, staff turnover and training, complaints (if any) regarding legal violations, and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information so provided was complete and accurate.

The failure of Contractor to comply with this Section or any portion thereof, and/or the breach of Contractor's warranty thereunder, may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and the opportunity to respond and discuss the County's intended action.

2. COMPENSATION AND BILLINGS

2.1. Client Financial Responsibility.

2.1.1. Determination of Client Financial Responsibility. Contractor shall determine the personal financial liability of each client for whom services are provided pursuant to the Uniform Method of Determining Ability to Pay ("UMDAP") established by the State Department of Mental Health. Contractor may make therapeutic adjustments to the amount of client's liability provided that they are consistent with County guidelines. However, in no event shall the client's financial responsibility exceed the actual cost of providing services as determined in the cost report submitted pursuant to paragraph 2.11 below.

2.1.2. Entering Client Financial Information Into OSCAR System. Contractor shall complete a Payer Financial Form, developed by the State Department of Mental Health, for each client and shall maintain such form with the client's records and shall enter such information into the OSCAR system as the Director prescribes.

2.2. Collection of Client Financial Responsibility. Based on information input by Contractor into the OSCAR System on the amount of each client's liability as determined under UMDAP, including any therapeutic adjustments consistent with paragraph 2.1.1, Contractor shall generate a bill for such liability and deliver it to the client or appropriate third party (parent, representative payee, conservator, etc.). Contractor will assist the client or third party in understanding such bill and in remitting payment. If Contractor has been reimbursed by County for services for which UMDAP payments have been collected, Contractor shall deduct the amounts collected from Contractor's claim for reimbursement submitted to County.

2.3. Billings to Medicare for Patient Services. Notwithstanding the provisions of paragraph 2.2, Contractor shall bill the Medicare program for those services rendered by Contractor to Medicare beneficiaries which are within Medicare's scope of covered services. Contractor agrees not to charge beneficiaries for such services. Contractor shall bill Medicare beneficiaries for their personal financial liability determined under UMDAP. Contractor will make reasonable efforts in collecting such UMDAP amounts.

2.4. Billings to Medi-Cal. County will bill the Medi-Cal program on behalf of Contractor for services rendered to Medi-Cal beneficiaries which are within the scope of Medi-Cal covered services, using the provider number assigned by the Medi-Cal program to Contractor. Contractor shall make every reasonable effort to maximize billing to Medi-Cal program for eligible services.

2.5. Billing to Other Third-Party Payers. Contractor will bill any entity financially responsible for all or part of the client's health care services (third-party payers) and may retain any amounts collected as a result of such billing. However, if Contractor has been paid by County for services for which third-party payments are collected, Contractor shall deduct the amounts collected from Contractor's claim for reimbursement from County. To the extent that County reimburses Contractor for services covered and paid by a third party payer, County shall recoup such reimbursement or offset from amounts owed to Contractor.

Contractor agrees to retain documentation relating to billings to and payments, whether full or partial, from third party payers and to make such information available to County upon reasonable request, in the manner specified by County.

2.6. Compensation for Services.

2.6.1. Maximizing FFP Reimbursement. In order to maximize reimbursement from Federal Financial Participation / Medi-Cal (FFP), the parties agree that funds available under County's Maximum Financial Obligation will be used first to match FFP for services to Medi-Cal patients and only then will be used to pay for the care of patients determined to be unsponsored pursuant to paragraph 1.10.2 above. For purposes of this Agreement, units of service will have the definition set forth in the State of California Department of Mental Health Cost Reporting Data Collection (CRDC) manual. For purposes of this Agreement, the term "Total Financial Obligation" shall mean the County's Maximum Financial Obligation, plus any budgeted FFP for services to Medi-Cal patients.

2.6.2. Maximum Medi-Cal Revenue Pass-through Obligation. Contractor's pass-through revenue from Medi-Cal shall not exceed the Federal Medi-Cal Amount in County's Total Financial Obligation; provided, however, that the Director of Mental Health shall have the authority to increase the Federal Medi-Cal Amount in County's Total Financial Obligation by up to fifteen (15) percent.

2.7. Acceptance of Risk. Contractor acknowledges that, in no event, shall County be liable to pay more than County's Total Financial Obligation as set forth on Exhibit B. The parties acknowledge and agree that Contractor remains obligated to provide the level of services designated in Exhibits A and B, regardless of whether County's Total Financial Obligation has been fully exhausted. No guarantee, express or implied, is made by County to Contractor for reimbursement for services performed in excess of the units of services set forth in Exhibit B, or for services provided after the termination date of this Agreement.

2.8. Contractor's Submission of Service Reports.

2.8.1. Direct Patient Care Services. As a condition for payment for patient care services regardless of payer source:

(a) County will transmit to Contractor a Preliminary Report generated by the third business day of each month based on information input by Contractor into the OSCAR System, listing the services provided to Medi-Cal, and unsponsored clients since the date of last report.

(b) Contractor shall make such adjustments as are necessary to the report supplied by County pursuant to subparagraph (a) and transmit such adjustments to County by the second business day following transmission of the report. County will supply to Contractor, on the next business day after transmission of the adjustments, a final adjusted report. Such report shall be submitted by Contractor on or before the fourth business day of each month following transmission by County of a final adjusted report, on such forms or in such other format as the Director may periodically specify. All reports shall provide clear and detailed information regarding the services provided by Contractor.

2.9. Reimbursement.

2.9.1. Delay of Payment When Cost Report Information is Late. The submission of Cost Report information to the State is critical for the County and all contractors to be fully reimbursed. If the Contractor is late in submitting cost report information, the Director shall have the discretion to delay submission of the Contractor's monthly payment documents to the SCVHHS Finance Department. Once the cost report information is provided, the monthly payment documents will be released to Finance for regular processing of a check.

2.9.2. Reimbursement For FY2000-2001. During Fiscal Year 2000-2001 the following provisions shall apply as final reimbursement to Contractor:

(a) The reimbursement for each month shall be in accordance with the following table:

	Aug-00	\$0	Sep-00	\$763,790	Oct-00	\$0	
Nov-00	\$366,517	Dec-00	\$420,082	Jan-01	\$392,154	Feb-01	\$389,861
Mar-01	\$389,861	Apr-01	\$389,861	May-01	\$379,543	Jun-01	\$379,543
				Total Financial Obligation =			\$3,871,212

*Payments do not include DECS + EDC

*Payments do not include DFCS AFDC payments, which will be made directly to the provider.

The payment schedule and total financial obligation is based on 12 months of program operation. If program operation is less than 12 months, then at the discretion of the Mental Health Director, the payment schedule and Total Financial Obligation may be appropriately prorated.

(b) Contractor shall submit an invoice based on the above payment schedule to the County 10 working days prior to the end of the month. County agrees to pay on an interim basis, subject to the provisions of this Agreement, within 30 days of receipt of the invoice submitted by Contractor.

(c) County's Total Financial Obligation to Contractor shall not exceed verified expenditures incurred by the Contractor. If actual costs as identified in quarterly expense statements are significantly below or above projections, then at the discretion of the Mental Health Director, the payment schedule and the County's Total Financial Obligation will be modified accordingly. The parties recognize that the Mental Health Director's authority is limited to this

amount and, if it is anticipated that costs will exceed the sum of \$4,062,548, the Board of Supervisors' approval will be required for any additional modifications or additions of funds to this contract. Exhibit B-1 and B-2 summarizes funding sources and payment schedule.

(d) Contractor shall submit quarterly expense statements with substantial detail. The quarterly statements shall be due according to the following: 1st quarter due by October 30, 2000; 2nd quarter due by January 30, 2001; 3rd quarter due by April 30, 2001; and 4th quarter due by July 30, 2001.

(e) The Agreement Budget for FY2000-2001 includes County payment for certain startup costs. Therefore the following provisions shall apply:

(1) Contractor may incur start-up costs in support of the services described in the attached Exhibit A, Reporting Unit Grouping #13 (Reporting Unit 43AG_). Contractor shall be reimbursed in accordance with paragraph 2.9.2 (a)-(d).

(2) Except as may be otherwise provided in the Agreement, Contractor shall furnish and be responsible for all supplies, furniture, telephones, and equipment necessary for the performance of this Agreement.

(3) All personal property, supplies and equipment purchased in full or in part from payments received under this Agreement shall become the property of County, unless otherwise agreed in writing by Contractor and Director.

(4) All personal property, supplies and equipment purchased by Contractor in whole or in part under this Agreement shall be so identified and marked by Contractor. Contractor shall maintain a separate detailed list identifying all such items, together with the name and address of seller, total cost, and the amount of payment requested, and shall make such list available to the Director upon request.

(5) Upon termination of this Agreement, Contractor shall immediately return all personal property, supplies and equipment purchased in whole or in part with County funds to County, except as may be specified and approved by the Director.

(6) Contractor shall prepare and submit an annual inventory of all personal property, equipment, and supplies purchased in whole or in part with County funds pursuant to this and previous mental health services Agreements with County. This inventory shall be provided to County in conjunction with the Annual Fiscal Report.

(7) Donated personal property, including supplies and equipment, shall become the property of Contractor or such other person or entity specified by donor. Contractor shall keep accurate records of all such donations, as well as any donations of services. Such records shall include the identification of the donors and an estimate of value. Such records shall be made available to Director upon written request.

2.10. Advance Payment. Payments in advance of those due may be made to Contractor to facilitate cash flow, where requested by Contractor, and where approved by the Director, at his or her sole discretion based on the existence of unusual circumstances. Such requests for advance payment shall be made in writing and submitted to the Director.

2.11. Cost Report. Contractor shall submit annually a cost report for the period beginning July 1, through the close of County's fiscal year, or the termination of this Agreement whichever occurs first, in accordance with the format required by the State Department of Mental Health, within 30 days from the date of receipt from County of all information within County's control which is required for the completion of the cost report. This obligation shall survive the termination of this Agreement. In addition, the Contractor shall submit a six-month cost report statement, as specified by the County, which will be due by January 31, 2001. The cost report submissions shall be used to adjust the payment schedule and total financial obligation due to Contractor.

2.12. Subsequent Adjustments. The parties acknowledge that federal and state funds, as well as County money will be used to compensate Contractor and that the use and expenditure of such funds may be audited by either state, federal or county agencies. Contractor agrees to cooperate with such audits, to make available all data or documents reasonably requested by auditors including any documents related to parts of Contractor's organization which are not directly involved in providing services under this Agreement to the extent necessary to validate costs or allocations under this Agreement. Contractor shall respond to any audit inquiries or exceptions made by such officials. Contractor further agrees to take whatever corrective action may be required to comply with applicable state or federal law.

Contractor shall pay to County the amount of any liability determined on audit and attributable to unallowable service costs rendered by Contractor or County may offset that amount from any monies due to Contractor for services rendered. If the audit reflects that additional amounts are owed for services rendered by Contractor, County shall pay such amounts to Contractor, provided however, that County's obligation shall not exceed the Total Financial Obligation.

In the event that Contractor disagrees with the determinations made in a state or federal audit, County may appeal or allow Contractor to appeal such determinations. Contractor's request shall be considered by County unless it believes in good faith that the appeal is without merit or not in County's interest. The decision to appeal is within County's sole discretion. Contractor will bear the cost of any appeal. Contractor agrees to cooperate fully in the prosecution of such appeals. If such appeal results in additional payments to County and if Contractor has already reimbursed County for its share of the initial audit liability, County shall return to Contractor its pro rata share of the additional amounts received as a result of the appeal.

2.13. Early Termination. If, for any reason, this Agreement is terminated by either party prior to its expiration date, the total compensation paid to Contractor shall be equal to a prorated portion of County's Total Financial Obligation set forth in Exhibit B, based on actual verified costs incurred; provided however that such amount shall not exceed one tenth of County's Maximum Financial Obligation for each month or any portion of a month during which this Agreement is in effect. Final payment of any amounts due shall not occur until after Contractor has submitted its cost report in accordance with paragraph 2.11 above, and such cost report has been audited by the applicable County, State or federal governmental agency. County agrees to complete its audit, within twelve months from (a) the end of the period of time to which the cost report relates, or (b) the end of County's fiscal year, whichever is later.

2.13.1. Transfer of Funds. If Contractor wishes to transfer funds among modes of services, different provider numbers, different reporting units, reporting unit

groupings or service clusters, Contractor must obtain the prior written approval of the Director. To receive such approval, Contractor shall provide to the Director, a written notice of a desire to transfer funds which shall include a complete and full justification for the proposed transfer. Where the amount to be transferred exceeds ten percent (10%) of the particular line item amount stated in **Exhibit B**, such notice must be provided at least thirty (30) days prior to such transfer. Where the amount is less than ten percent, shorter notice will be accepted. Except as provided in paragraph 2.13.2 below, where the requested transfer will allow the receipt of higher amounts of FFP, and is not inconsistent with County goals and objectives, such request shall not be unreasonably denied.

2.13.2. State and County Funds - Transfers Among Program Divisions. County and Contractor hereby acknowledge that State and County funds are allocated to meet the needs of targeted age groups. Therefore State and County funding allocations to individual program divisions may not be transferred from one division to another except under extraordinary circumstances. Requests for such transfers must be made in writing to the Director; and the Director must approve such transfers, in writing, prior to the effective date of such transfer.

2.14. State and Federal Funding Approval. The parties acknowledge and agree that this Agreement is contingent on the availability of State and Federal funds for the services described in **Exhibit A**. In addition, if the State Department of Mental Health disapproves this Agreement, it will be null and void.

2.15 Change in Exhibits A and B, and Medi-Cal Revenues. With the Contractor's written consent, the Director of Mental Health shall have the authority to revise or add to **Exhibit A** and **B** provided that such change does not increase the County's Maximum Financial Obligation. The Director of Mental Health shall have the authority to revise or add to **Exhibits A** and **B** to provide for increased or decreased Medi-Cal/Medicaid revenues.

2.16. Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program. If Contractor has EPSDT funding included in its budget the following applies: The availability of funds to pay for the EPSDT program under this Agreement is contingent upon the State reimbursing the County under the EPSDT program.

3. TERM AND TERMINATION

3.1. Term. The term of this Agreement shall commence on July 1, 2000, and shall continue through June 30, 2001, unless otherwise extended by the parties.

3.2. Extensions. The term of this Agreement may be automatically extended for an additional period not to exceed twelve (12) calendar months, provided all of the following conditions are satisfied:

(a) Director notifies Contractor in writing that:

(1) Contractor has been selected to continue to perform services pursuant to a Request for Proposals or Request for Bids (if any);

(2) Contractor's detailed timetable for performance (if any such detailed timetable is contained in this Agreement) has been adjusted to cover the extension period;

(3) The County Board of Supervisors has appropriated sufficient funds for the extension of this Agreement.

(4) Any changes to rate of payment or the amount or kind of services to be performed by Contractor during the period of the extension are specifically identified.

(b) Said extension is approved in writing by Contractor including any changes stated in the Director's notice.

3.2.1. Termination for Cause. The Director may terminate this Agreement, effective as provided in paragraph 3.2.2 below, for good cause after providing written notice to Contractor. For purposes of this Agreement, good cause includes, but is not limited to, any of the following: (a) material breach of this Agreement, (b) material violation of any applicable County ordinance or State or Federal law, (c) filing by Contractor for protection under the bankruptcy laws, or receivership, (d) assignment of this Agreement without the written consent of County, (e) failure to maintain any license or permit required to provide the services specified in Exhibit A or failure to utilize licensed personnel where required by law, (f) failure to maintain certification by Medi-Cal, where such certification is required, or (g) failing to provide services under this Agreement in a satisfactory manner. The notice of termination shall specify, in detail, the basis for County's decision to terminate the Agreement and shall specify the steps, if any, which Contractor may take to cure the breach and the time period for compliance. Such notice shall indicate the effective date of such termination.

3.2.2. Effective Date of Termination For Cause. Such termination shall be effective on the date of the notice provided pursuant to paragraph 3.2.1 of this Agreement or such other date as the Director may specify in such notice. If a violation of this Agreement provides the basis for this termination, and Contractor failed to give notice of such violation pursuant to paragraph 1.9 of this Agreement, the Director may, at his or her discretion, make the termination effective as of the date of the violation. Where, however, a violation of this Agreement provides the basis for the termination, and Contractor gave proper notice of the violation pursuant to paragraph 1.9 of this Agreement, such termination shall not be effective until thirty (30) days after the date of the notice of termination, or such later date as that notice may provide, except that any violation which could result in substantial harm to any client may provide grounds for immediate termination regardless of whether such violation was reported.

3.3. Termination without Cause. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

3.4. Transition Plan. Upon the termination of this contract for any reason, Contractor shall participate in and make arrangements for the orderly transition of client services.

4. NON-DISCRIMINATION

4.1. Non-discrimination in Services, Benefits And Facilities. Contractor shall not discriminate in the admission of patients, assignment of accommodations, treatment, evaluation, or in any other respect, on any invidious ground including race, color, religion, creed, national origin or ancestry, sex, marital status, sexual orientation, age, HIV status, or physical or mental disability, condition, or impairment as defined in applicable local, State, and Federal laws and regulations, including the Americans with Disabilities Act of 1990, section 504 of the Rehabilitation Act of 1973

as amended, and implementing regulations. Unlawful discrimination includes, but is not limited to, the following: providing clients a different level of care than is provided to all other clients; discrimination in admission practices, such as placement in special wings or rooms or provision of separate meals; denying persons any service or benefit; providing to persons any service or benefit which is different, or is provided in a different manner, place or time from that provided to other persons under this Agreement; subjecting persons to segregation or separate treatment in any manner related to their receipt of any service; restricting persons in any manner in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating persons differently from others in determining whether they satisfied any admission criteria, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services on the basis of prohibited discrimination.

4.2. Appropriate Facilities. Contractor agrees that its facilities will have access for the disabled to the extent required by Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, and any federal or state provision requiring such access.

4.3. Non-discrimination in Employment. The County of Santa Clara is an equal opportunity employer. Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973 (sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900, et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other compensation. Contractor shall give written notice of its obligations under this clause.

4.3.1. Notices. Contractor shall post in a conspicuous place such notices to potential applicants and to employees, setting forth their right to be treated in conformity with the non-discrimination provisions of this Agreement.

4.3.2. Position Advertisements. All solicitations or advertisements for employees placed by or on behalf of Contractor shall provide that Contractor is an Equal Opportunity Employer.

4.4. Non-compliance. Failure to comply with any of the requirements of paragraph 4 shall be considered a material breach of this Agreement. Such failure shall be grounds for suspension of this Agreement in whole or in part. Nothing in this Agreement shall be deemed a limitation on the right of County to take any other action with respect to Contractor as a means of enforcing the anti-discrimination provisions of this Agreement as the State may require.

5. RELATIONSHIP OF THE PARTIES

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of County. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose

of effecting the provisions of this Agreement. The parties are not, and shall not be construed to be, in a relationship of joint venture, partnership or employer-employee. Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, except with the written consent of the other party. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Contractor's personnel rendering services under this Agreement shall not have any of the rights or privileges of County or State employees. Contractor and its agents, employees and subcontractors shall not have any claim against the County or State for any employment privileges and benefits, including but not limited to vacation pay, sick leave, retirement benefits, Social Security, workers compensation, unemployment benefits, disability benefits, etc. Notwithstanding any reference to a managed care plan or system of care, Contractor shall act as an entity separate and apart from the County, and shall be considered an independent contractor for all purposes, including liability and litigation.

6. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused solely by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Contractor agrees to comply with the provisions involving indemnification and insurance as set forth in **Exhibit C** hereto which is incorporated by this reference.

7. AMENDMENT

The terms of this Agreement, such as units of service to be provided, nature of services rendered, the rates per unit of service, or any other provision may be modified upon the execution by Contractor and the Director on behalf of County of a written amendment specifying the precise changes to be made. Contractor may submit a written request for amendment at any time; however, Contractor acknowledges that requests for modification of the total units of service, types of services, rates per unit of services, or other change to the financial or service provisions of this Agreement shall be approved by County only upon receipt of evidence of unanticipated costs or other appropriate justification for such change. County will act within a reasonable period of time given the nature of the requested amendment in determining whether to agree to an amendment.

8. GENERAL PROVISIONS

8.1. Assignment. Rights and obligations under this Agreement may not be assigned or delegated, in whole or in part, without the prior written consent of the other party. Contractor shall give County a minimum of 30 days to consider any request to assign, prior to the proposed effective date of such assignment. Approval for assignment may be granted by the Director. Failure to obtain prior, written consent to an assignment shall be deemed a material breach of this Agreement. Upon an authorized assignment, Contractor shall ensure that the terms and conditions of this Agreement shall inure to the benefit of County and be binding upon the successor and assignees, except such terms and conditions as may be expressly waived, in writing, by County.

8.2. Notices. All notices required to be given under the terms of this Agreement shall be in writing and shall be delivered in person, transmitted by electronic facsimile, or deposited in the United States mail, certified mail, return receipt requested, addressed to the parties as set forth below:

County: Director of Mental Health
Santa Clara County Mental Health Department
828 South Bascom Avenue
San Jose, California 95128

Copy to: County of Santa Clara, Board of Supervisors
Administration Building
70 West Hedding Street
San Jose, California 95110

Contractor: Mary Jane Gross, RN, MN
President
Starlight Adolescent Center, Inc.
7700 Edgewater Drive
Oakland, CA 94621
510-635-9705 / FAX 510-635-9716

8.3. Miscellaneous.

(a) This Agreement shall be binding upon the successors, assigns, heirs, and beneficiaries of the parties hereto, subject to the provisions of paragraph 8.1 above.

(b) The paragraph headings used in this Agreement are intended solely for convenience of reference and shall not in any way or manner amplify, limit, modify or otherwise affect the interpretation of any of the provisions of this Agreement.

(c) As used herein, the masculine, feminine, or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so dictates.

8.4. Entirety. This Agreement, including its exhibits, contains the sole and entire agreement between County and Contractor with respect to the subject matter hereof and shall supersede all prior agreements between the parties as of the effective date hereof. The parties acknowledge and agree that they have not made any representations with respect to the subject matter of this Agreement, or any representations inducing its execution and delivery except such representations as are specifically set forth herein.

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8.5. Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, it shall not affect any other provision of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

COUNTY OF SANTA CLARA

8/22/00
Date

BY: Nancy Peña, Ph.D.
Nancy Peña, Ph.D.
Interim Director, Mental Health Department

ATTEST: Phyllis Perez, Clerk
Board of Supervisors

CONTRACTOR

8/22/00
Date

BY: Mary Jane Gross
Starlight Adolescent Center
NAME: Mary Jane Gross
TITLE: President

Date

APPROVED AS TO FORM AND LEGALITY

Rima H. Singh 8/25/00
Rima H. Singh Date
Deputy County Counsel

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND STARLIGHT ADOLESCENT CENTER, INC.,
FOR PROVISION OF MENTAL HEALTH SERVICES
FOR FISCAL YEAR JULY 1, 2000, THROUGH JUNE 30, 2001

**Exhibit A; Reporting Unit Grouping #13
Family and Children's Division
FY 2000-2001**

Provider Name: STARLIGHT Adolescent Center, Inc.
Address: 455 Silicon Valley Blvd, San Jose, CA 95138
Provider Number #: 43AG
Reporting Unit #: Santa Clara 43AG1, 43AG2; Alameda 43AG3, 43AG4

Contact Person: Mary Jane Gross, RN, MN

Program Title: STARLIGHT Adolescent Center, Inc.
Program Type: Intensive Day Treatment, Mental Health Services, Med Support, Therapeutic Behavioral Services, Case Management, Crisis Intervention Services

Program Address: 455 Silicon Valley Blvd
San Jose, CA 95138
Telephone: (510) 428-2240

Contractor has submitted a response to a State of California Request for Proposal (RFP) dated June 30, 1999. A brief synopsis of the RFP submission is attached to the Exhibit A. Contractor shall provide the services set forth in its RFP response, including the services outlined below.

I. DESCRIPTION OF SERVICE INTENT & GOALS

A. MISSION AND GOALS:

1. System-wide Service Intent and Goals:
 - a. To treat and ameliorate the mental health symptoms and dysfunction of children and adolescents requiring intensive daily intervention, so they may be transitioned to a less restrictive and less intrusive level of care at the earliest possible point.
 - b. To provide day treatment and related outpatient services within the context of the individual's family, culture, language, and community; and according to developmental age-appropriate needs.
 - c. To deliver individualized intensive day treatment and intensive outpatient services in the community treatment facility (CTF), clinic, home, school, and community, as appropriate to the treatment needs and service goals of the child and family;
 - d. To promote coordination and collaboration in care planning efforts

with other child-serving agencies and institutions involved in delivering services to the child and their family, to insure comprehensive and consistent care;

- e. To direct service objectives towards achieving the individual, family, and system desired results as identified in the Mental Health Service Plan and to move the child to less intensive service.

2. Program Specific Description of Service Intent & Goals:

- a. To provide intensive day treatment services 7 days/week for children residing in the STARLIGHT Community Treatment Facility (CTF) program as well as those who have graduated from the residential program and are transitioning to lower levels of care.
- b. To reduce the need for Out-of-State Placements or more acute psychiatric care services.
- c. To provide case management services, coordinated precare and aftercare services for children who are being considered for admission and who are approaching and/or discharged from STARLIGHT CTF.
- d. To facilitate admission and discharge as well as to assure continued coordination of care and resources for all clients.
- e. To provide medication support services by providing appropriate medication services to ameliorate or stabilize the psychiatric conditions of the clients in the STARLIGHT CTF program.
- f. To provide Therapeutic Behavioral Services (TBS), a one-on-one therapeutic program, designed to maintain the child/youth's residential placement in the least restrictive environment. (TBS Procedures Attached.)
- g. To provide 24 hour/7 day/week secure residential treatment services in a CTF for up to 36 adolescents.
- h. To adhere to the philosophy of providing quality mental health services within a context of the client's culture and in the client's language. Because of this commitment all efforts will be made to hire, train and maintain staff who are capable of providing services in a linguistically and culturally meaningful manner.

B. DESCRIPTION OF SERVICES

1. System-wide Description of Services and Treatment Methods:

Family and Children's Outpatient programs will provide services according to the MediCal Rehabilitation Option. Available treatment methods will include intensive day treatment (full day), assessments, medication evaluation and support services, crisis intervention, individual, group, collateral and family therapy; and rehabilitation and case management brokerage services. Services will be provided in a variety of settings, including the CTF, clinic, school, and community as described in the agency day treatment program, and as needed by the clients served. Services will be individualized and take into account each person's age, maturational level, culture, family values and structure, educational functioning level and physical health.

2. Program Specific Description of Services and Treatment Methods:

a. Day Treatment

The STARLIGHT Day Treatment Program will serve up to 44 students and their families. Up to 36 of the students will be residents of STARLIGHT CTF and 8 will be graduates of the STARLIGHT CTF who are transitioning from the CTF program. The Day Treatment Program is distinct and in addition to the School Program provided. Intensive day treatment services will be provided 7 days/week for children residing in the STARLIGHT CTF program and 5 days/week for those who have graduated from the residential program and are transitioning to lower levels of care. The intent of these services will be to reduce the need for State Hospital, Out of State Placement or more acute psychiatric care services.

b. Therapeutic Behavioral Services (TBS)

The STARLIGHT TBS program will provide an on-site, individualized, one-to-one behavioral assistance program. It will provide short term immediately available interventions to clients under age 21 meeting state requirements. It will provide children/youth with skills to effectively manage the behavior(s) or symptoms that are a barrier to achieving and/or maintaining their placement at the STARLIGHT CTF program.

c. Community Treatment Facility (CTF) Services

The STARLIGHT CTF program will provide residential treatment services for clients under the age of 18 on a 24-hr/7day/week basis to youngsters requiring a secured treatment facility due to their mental

disorder. Services will include 24 hour nursing care, activity program, treatment and rehabilitation and psychiatric services.

d. Case Management Services

STARLIGHT case management services will provide coordinated precare and aftercare services for children who are being considered for admission and who are approaching and/or discharged from STARLIGHT CTF. With these services, STARLIGHT will facilitate admission and discharge as well as assure continued coordination of care and resources for all clients.

e. Medication Support Services

STARLIGHT medication support services will provide appropriate medication services to ameliorate or stabilize the psychiatric conditions of the clients in the STARLIGHT CTF program.

f. Crisis Intervention Services

STARLIGHT crisis intervention services will provide emergency intervention to STARLIGHT graduates to reduce the likelihood of their needing to return to placement.

II. POPULATION SERVED

A. ACTIVE CASELOAD AND LENGTH OF SERVICE TARGET %(+/- 5%)

Active Caseload:

Day Treatment Intensive	44
Medication Support Services	44
Case Management Services	44
TBS Services	36
CTF Services	36

Total Clients Served/Year: 88

Service Duration:

0 - 2 months	05%
3 - 6 months	30%
7-12 months	60%
over 13 months	05%

The length or duration of service will depend on individual needs. The average length of service will be 9 months.

B. ETHNIC PROFILE

TARGET %

White	40%
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Hispanic	40%
Asian	10%
Black	5%
American Indian	2%
Other	3%

STARLIGHT intensive outpatient services include children from diverse cultural backgrounds from through out Santa Clara County. We have an on-going multi cultural emphasis and are working with our referral sources to address the under served diverse populations.

C. AGE	TARGET %
0- 5	0%
6-12	5%
13-17	93%
18-59	2%
60+	0%

D. SERVICE REGION	TARGET %
North	10%
South	30%
East	50%
West	10%

E. DIAGNOSTIC SPECTRUM & FUNCTIONAL IMPAIRMENT

Provider will serve youth clients whose problems fall within a broad range of both diagnostic and functioning categories. Contractor's estimated caseload diagnostic profile is listed below:

DIAGNOSTIC PROFILE	DISTRIBUTION OF DIAGNOSES TARGET %(+/- 5%)
Psychotic	5%
PTSD	15%
Major Depressions/Mood Disorders	20%
Disorders of Bodily Functions	3%
Behavioral Disorders	48%
Anxiety	15%
Adjustment Disorders	8%
Other	10%

FUNCTIONAL IMPAIRMENT

In addition to diagnostic assessment, Contractor will assess youth clients and families with respect to impairments in functioning in seven areas. Estimated targets in each functional area are listed below. Numbers represent the percent of clients served who will have scores of 1 or 2 (most impaired) on the Functional Assessment Scale.

	TARGET %(+/- 5%)
Self care	0%
School/job performance	90%
Moods/emotions	70%
Behavior towards others	70%
Substance abuse	20%
Family Functioning	70%
Cultural Adjustment	15%

SERVICE FREQUENCY

0-5 hours per week	0%
6-10 hours per week	5%
over 10 hours per week	95%

III. PROGRAM PERFORMANCE STANDARDS

A. REFERRALS:

All referrals to providers in the Family and Children's services for mental health services will be documented and summarized according to procedures developed and agreed to by the provider system.

STARLIGHT Adolescent Center will accept referrals only through the County Resource and Intensive Services Committee (RISC) Team. Adolescents who are deemed appropriate for admission by RISC will not be refused or discharged by STARLIGHT absent substantial good cause. Substantial good cause may include violation of licensing regulations.

B. ASSESSMENTS:

All referrals for services will be assessed for eligibility according to the following criteria:

1. Evidence of symptoms of mental health problems which meet the criteria for diagnosis in the DSM IV; and

2. Evidence of impaired functioning in one or more of the areas of self-care, behavior towards others, family functioning, school performance, moods/emotions, substance abuse, and/or cultural adjustment, as measured by the Functional Assessment Scale; and/or,
3. Approved AB3632 eligibility through the Family and Children's Division AB3632 Program.
4. TBS services will be provided to Agency clients only and will follow the guidelines established by the State Department of Mental Health and the Santa Clara County Mental Health TBS Program Draft Procedure (Attached).

At the time of intake, the clinician will begin a comprehensive youth and family assessment, consistent with the guidelines provided by the MediCal Rehabilitation Option. These details are described more fully in the next section. The clinician will formulate a DSM IV diagnosis for the youth, a description of the systemic family dynamics, and a family and child strength assessment using information gathered from family meetings, individual interviews, observations, and input from the teacher, aide, and adolescent specialist.

Within 30 days after admission, the clinician will present the initial assessment of the youth at a staffing attended by the interdisciplinary treatment team. At this time the assembled group will develop initial long and short-term treatment goals for the youth. The long-term goals will include the return of the child to a less restrictive setting. The short term goals will address current behavioral difficulties, and are written in measurable behavioral terms and stated in positive language. The goals will be updated by the whole team every six months or earlier, if needed.

The clinician will be responsible for maintaining clinical records and seeing that the necessary clinical and management information forms are completed on schedule.

C. HOURS OF OPERATION PLAN:

1. System-wide Requirements:

STARLIGHT Adolescent Center operates on a 24-hour/7day/week basis.

2. Specific Hours of Operation Plan:

Intensive Day Treatment occurs daily from 3pm – 8pm seven days/week. TBS services are available on a 24 hr/7day/week basis; Case Management and Med Support are typically provided M-F from 8am – 5pm.

D. DISCHARGE:

Clients shall be discharged: 1) Upon mutual agreement (client and therapist) that the goals of treatment have been met; 2) Upon parent or guardian refusal of services, or refusal to comply with objectives outlined in the Mental Health Services Plan; 3) Upon parent or guardian's unilateral decision to terminate treatment; 4) Upon a determination that the individual is a substantial danger to other youth or staff; or 5) Upon transfer out of the County or to another region. Appropriate follow-up or other service linkage will be made.

E. ADMINISTRATIVE PARTICIPATION:

A suitable representative of the Provider shall attend provider meetings regularly, training sessions, seminars or other meetings as scheduled by the Director of Mental Health or his/her designee.

IV. STAFFING

A. MINIMUM STAFFING REQUIREMENTS:

Staffing shall be provided at least at the minimum licensing requirements of Short-Doyle Medi-Cal Rehabilitation Option regulations to the extent they are applicable to this program; and consistent with any applicable regulations contained in Titles IX, XIX and XXII.

B. ADDITIONAL STAFFING REQUIREMENTS:

The following additional experience, training and skills will be required of staff in this program:

1. Understanding of psychopathology within the ethnically diverse clients' cultural context.
2. Knowledge of the values of the ethnically diverse client population.
3. Knowledge of the socio-historical situation of the ethnically diverse client population.
4. Capability for addressing the diverse levels of client acculturation and biculturality.
5. Knowledge of the multicultural experience.
6. Knowledge of the local community resources, within the county's ethnic communities available to the client population and their families.
7. Ability to engage the families of the ethnically diverse client population.

C. PROJECTED STAFF LISTING:

NO OF FTES	TITLE	TYPE OF LICENSE/ CERT / TRAINING	LANGUAGE CAPABILITY	
			Language (no)	Bilingual Certified (No.)
1.0	Director of Social Services	LCSW/MFT		
7.5	QMHP's	QMHP's		
0.5	Psychiatrist/M.D.	M.D.		
6.0	Support Counselors			
6.0	Clinicians	LCSW/MFT		

*STARLIGHT will make every reasonable effort to recruit staff so that there will be language coverage in the two threshold languages for Santa Clara County of Spanish and Vietnamese and that there will be staff who are knowledgeable of African American culture. In addition, a reasonable good faith effort will be made to recruit staff who are knowledgeable and have the language skills to serve the ethnic groups in the client population of this program.

D. CULTURAL KNOWLEDGE SKILLS:

Contractor shall attempt to provide culturally competent services as set forth in the description provided by Contractor to the Director.

STARLIGHT Adolescent Center, Inc.
FY2001
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August 18, 2000

Synopsis Of The RFP Submission

STARLIGHT Adolescent Center, INC.

Program Overview

STARLIGHT Adolescent Center, Inc. will offer a comprehensive approach to providing a full spectrum of mental health services for clients residing at STARLIGHT Community Treatment Facility (CTF), Inc., a nonprofit 36 bed Community Treatment Facility licensed through the State Department of Social Services, Community Care Licensing and certified by the State Department of Mental Health. The Community Care Licensed CTF equivalent to an RCL level 14 residential treatment program provides care for both male and female clients. The residents of this CTF will utilize the STARLIGHT Adolescent Center, onsite, seven day per week intensive Short/Doyle Medi-Cal certified day treatment program and attend an onsite certified non-public school. The goal will be reduce acute inpatient care for adolescents in the County. The model presented will utilize 24 hour/7 day/week nursing supervision, psychiatric services and daily comprehensive treatment intervention provided by STARLIGHT CTF, Inc.. An Intensive Day Treatment Program will be provided by STARLIGHT Adolescent Center, Inc., as well as a nonpublic certified High School, STARS High School, Inc.. A comprehensive program with a rehabilitative and resiliency based model of groups and services will be stressed offering extensive work in the areas of self-sufficiency, skills development, problem oriented treatment, and independent living skills. The program will strive for complete cultural competency with regard to staff, program and community involvement.

Aftercare services will begin prior to discharge from the CTF and are designed to assure the highest likelihood of successful community reintegration possible. Exiting youngsters will have opportunities for gradual transition with space for participation for eight clients in the intensive day treatment program and/or

Non-Public school until smooth transitions to community schools can be made. Two dedicated staff members will be available to work with the child, family, school and community to provide services assisting the child and family in their transition from the program to the community. These services will be delivered in the child's home, school or wherever the services are needed.

1. Philosophy and Mission Statement

STARLIGHT Adolescent Center and STARLIGHT CTF will be committed to offering and maintaining the highest quality of care and life to each of the children entrusted to their care. Programs will stress self-reliance, positive youth development, and enhancement of the quality of life and achievement of independence. The goal of each program will be to prepare each child for future success, including mental health, independent living, and effective social and vocational achievement. The approach in managing programs will be to provide an extensive program of orientation and on-going staff education with a focus on teamwork, ongoing quality achievement, and a responsive management team to ensure that the program provided has solid results, and is easily able to adapt to changing client and consumer concerns in a culturally sensitive atmosphere. A special focus will be placed on providing specific treatment programs and pathways for youngsters with specific clinical syndromes. Program offerings will include group and individual therapies, skills training, behavior modification, a variety of activity therapies and one-to-one interactions through an approach that is solidly anchored in a well supervised therapeutic milieu. All activities and interactions are processed through this therapeutic rehabilitative milieu, so that everyday activities of daily living can be a source of therapeutic stabilization, impact and change.

Synopsis Of The RFP Submission

The psychiatric treatment programs reflect the belief that children benefit from community placement versus state hospital, that positive peer culture is a powerful source of adolescent influence and persuasion, and that all staff need to be trained to "catch the child doing something right". The goal of treatment is to return children to their natural family setting (or alternative family setting) as soon as they achieve an appropriate level of personal responsibility. STARLIGHT Adolescent Center and STARLIGHT CTF will utilize staff experienced in providing psychiatric treatment for male and female adolescents from many ethnic or cultural groups, religions, and national origins. All of its programs will reflect the demographics of the County and community both in clients and staff. The population served will be County contracted and gate-kept by the County. Approximately 70% of the population will be of minority backgrounds. Contractor will conduct regular cultural awareness programs for both clients and staff to dispel ignorance, shape values and behaviors, and heighten acceptance and sensitivity in responding to cultural and ethnic differences. The Programs will be proactive in efforts to recruit staff who reflect the culture and values of the clients and their families. Although Contractor will recognize cultural differences, Contractor will also recognize and strongly support cultural similarities and stresses these similarities in its work with children and their families

The STARLIGHT program philosophy reflects a philosophy of "positive youth development". The programs will be composed of a unique combination of clinical and strength based programs, focusing on skills building, transition to adulthood, and resiliency support. The program goals will be to return the adolescent to their community setting with family or other caregiver and within the public school system.

- **Global Collaboration** will be practiced in each of the Contractor's programs. The importance of integrating all available resources into an individual's treatment will be recognized in

comprehensive interdisciplinary treatment plans which involve the adolescents, their families and all the significant people and agencies which intersect with the adolescents's lives.

- Equally important will be an emphasis on **Family involvement**. Families are an integral aspect of assessment, intervention, and evaluation. Families are considered to be equal partners in the formulation, execution and evaluation of treatment plans. The Contractor's interventions will be family driven.
- **Consumer participation** -Youngsters and their families will be partners and colleagues in not only the treatment processes, but also in the focus, design and refinement of the program. Consumer surveys will occur biannually with clients, family, referral sources and other members of the system of care and these will be used in fine tuning the program.
- Services will be **results oriented** and committed to realizing specific short and long-term goals for youngsters and their families. Specific measurable and time limited goals and objectives will be formulated for each child. Program effectiveness will be regularly monitored internally using utilization analysis and standardized psychiatric, behavioral and achievement measurement tools.
- **Culturally competent** services will include services to any ethnic/ancestral group, race, sex, sexual orientation, religion, or national origin. Contractor will actively strive to have its staff reflect the cultural & linguistic backgrounds of the clients and the community. English and Spanish language services will be available routinely in the program. Contractor will practice mutual understanding and respect and teach the children and staff to be proud of their culture, and see diversity as an opportunity to know and understand each other.
- **Comprehensiveness** in Contractor's programs will be demonstrated by offering a full array of services for the child and family and by recognizing and utilizing the full network of services within the community system of care.

- **Transitional services** which assist the adolescent and family to move from a highly structured system of treatment and intervention to a family setting with outpatient resources will be a key to Contractor's success. This is where all factors including collaboration, family involvement, cultural competence and coordination of care become more critical than at any time. Significant time and energy will be spent in interagency planning and coordination to make this step work as all outcomes depends on its success.

The Program will demonstrate its ability to collaborate and coordinate its services with the system of care of each individual community by participation in interagency teams, community forums, coordination with the County mental health program, social services, probation and schools. STARLIGHT Adolescent Center will utilize EPSDT funding, Short/Doyle Medi-Cal, and various creative funding techniques to offer not only services which are reimbursed by Medi-Cal, but also nontraditional services which enhance community functioning, family cohesiveness and community reintegration. Examples of these activities include childcare, fishing trips, family picnics, job coaching and other supportive services which support the child and family on their "turf".

2. Target Population To Be Served

A. Age Range

Minors between the ages of 11 years and 18 years are eligible for admission to STARLIGHT CTF and to receive treatment by STARLIGHT Adolescent Center, Inc.. It is expected, however, that the vast majority of the referrals will be in the age range between 13 and 16 years.

B. Gender

Both males and females are eligible for admission to STARLIGHT CTF and to receive services from STARLIGHT Adolescent Center Inc..

C. Ethnicity

Youngsters of all races and cultures are eligible for admission to STARLIGHT CTF and to receive services from STARLIGHT Adolescent Center, Inc.. It is expected that the bulk of the youngsters will be Caucasian, Vietnamese/Asian, or Hispanic, and that smaller numbers of youngsters will be of other ethnicity. However, ethnicity will not be a factor in admissions.

D. Degree of Level of Impairment

Youngsters are expected to have significant impairments in all areas of adaptive functioning including symptom management, interpersonal relationships, social functioning, educational functioning, and recreational functioning.

It is expected that the bulk of the youngsters served will have scores below 40 on the CGAS (Children's Global Assessment Scale).

E. Diagnosis as listed in the most current edition of DSM

All youngsters admitted will have diagnosable mental disorders according to the diagnostic criteria specified in DSM-IV. The youngsters are expected to have a wide range of different DSM-IV psychiatric diagnoses. However, the most common diagnoses are expected to be forms of:

- a) Conduct and Behavioral disorders (Conduct Disorder, Disruptive Behavior Disorder, Attention Deficit Hyperactivity Disorder, diagnosis codes = 312.8; 312.9, 314.xx, 314.9).
- b) Depressive and Mood disorders (e.g., Major Depressive Disorder, Dysthymic Disorder; Bipolar I Disorder, diagnosis codes = 296.xx; 300.4; 311)

c) Psychotic Disorders (e.g., Schizophrenia, Schizoaffective Disorder, codes = 295.xx)

No youngsters who have primary diagnoses of chemical dependencies (substance related diagnoses) or eating disorders will be admitted for treatment. However, substance related disorders (e.g., alcohol use disorders, amphetamine use disorders, cannabis use disorders, cocaine use disorders, hallucinogen related disorders etc.) are expected to be common secondary (DSM-Axis I) diagnoses. Learning, communication, and other specific developmental disorders diagnoses are expected to be common secondary diagnoses on Axis II.

F. Number of youngsters to be served

STARLIGHT CTF is designed to serve 36 youngsters at a time, however, STARLIGHT Adolescent Center will serve not only the current residents of STARLIGHT CTF, but also up to 8 of its graduates.

G. Identification of the particular needs of the population

The referred youngsters are expected to have major psychiatric illnesses (often with secondary substance related disorders) resulting in numerous behavioral, emotional and cognitive symptoms and problems.

The adaptive functioning of these youngsters is expected to be impaired across all areas (including interpersonal relationships, social/recreational, and educational/vocational).

Each of the youngsters is expected to have their own unique complex of symptoms and problems.

However, there are expected to be a large number of symptoms and problems that are shared by many of the youngsters.

Description of services designed to meet the identified needs

STARLIGHT CTF will provide a variety of individual, group, school, and therapeutic milieu activities within a highly structured schedule. The initial focus of treatment will be to address major presenting

psychiatric problems, focusing on symptom remission or control; to provide a consistent, predictable, and behaviorally focused milieu; and to assist youngsters in the acquisition of skills necessary for successful interpersonal functioning.

Specific treatment components will differ across the different youngsters referred to STARLIGHT CTF.

Upon admission, each youngster will receive a comprehensive assessment by all disciplines of the facility (e.g., psychiatry, nursing, rehabilitation, diet, social worker). Based on this assessment, an Interdisciplinary Treatment Plan/Plan of Service will be developed with the active participation of the youngster.

Method and Frequency of Evaluating Youngster Progress & Program Effectiveness

STARLIGHT CTF and STARLIGHT Adolescent Center will establish specific, measurable goals for each youngster, as well as for the overall facility program. Youngster progress and effectiveness of the program will be regularly monitored using a variety of tools, including clinical reviews, utilization analyses, satisfaction surveys, and standardized psychiatric measurement instruments.

Rigorous treatment planning, evaluation, and modification will be employed to gauge program and treatment responsiveness. Frequent and regular modifications will be made of program components in order to provide flexible, effective, and creative approaches to seemingly chronic psychiatric problems. Regular monitoring of each youngster's progress, reassessments for continued stay, and coordination of discharge/ aftercare services will be coordinated with the assigned County program liaison and individual case workers. To ensure that both program objectives and County goals are satisfied, a close working relationship is expected.

Youngster progress will be continuously documented in writing in each youngster's record. Weekly

progress notes will be written for each youngster by the program staff or interdisciplinary professional staff who are providing the rehabilitation services. There will be a physician's/psychiatrist's progress note whenever the youngster is seen by the physician. There will be a documented review of each youngster's treatment plan by treatment team staff and the youngster at least monthly. Treatment Team progress notes will be signed by the attending disciplines whenever the Treatment Plans are reviewed and approved. Plans of service will be reviewed and updated any time there is a change in condition.

Treatment outcomes will be evaluated in relation to the current status or level of the youngster, the objectives achieved, and the potential for discharge. Specific psychiatric outcome measures that have been proven in the scientific literature to be reliable and valid will also be used to monitor youngster progress in specific areas. Such measures include: nurses ratings, Achenbach Child Behavior Checklist (CBCL), Achenbach Teacher Behavior Rating Scale, Achenbach Youth Self rating scale (YSR), Skills assessment forms, Children's Global Assessment Scale (CGAS), standardized achievement tests, quarterly academic assessments and report cards, tracking of discharge locations, case management monitoring, Family Satisfaction Survey and Mental Health Agency Satisfaction Survey.

In addition, overall program outcomes (across all youngsters for each fiscal year) will be analyzed and documented in a written Annual Report, which will be presented to the County. The report will include the results of youngster, family, and agency Satisfaction Surveys which will be conducted periodically to assess outside perception of the program and obtain valuable input for ongoing evaluation and program adjustment.

Basic Services and Staffing

STARLIGHT CTF and STARLIGHT Adolescent Center will provide the following basic services to the

referred youths: residential services, physician (psychiatrist) services, nursing services, pharmaceutical services, and dietary services. In addition to these basic services, the following rehabilitation/treatment services will be provided: comprehensive interdisciplinary assessments, evaluation, and treatment planning; quality residential care stabilization services in a highly structured and supervised setting; continuous daily therapeutic interventions in a "therapeutic milieu" environment; brokerage/linkages with juvenile courts, Department of Probation, Department of Social Services, Department of Mental Health, and community schools; educational services (nonpublic school); discharge planning/aftercare including active participation with the County Department of Mental Health, the youngsters and their families and/or caregivers.

Clinical staffing will consist of: Registered Nurses (4.5 FTE's), Licensed Vocational Nurses (6.0 FTE's), Youth Counselors (36.0 FTE's), Social Workers (5.0 FTE's), Rehab Therapist (7.5 FTE), a unit clerk/transport aid. In addition, there will be a Program Mental Health (Licensed LCSW, MFCC or Ph.D. with three years experience) overseeing the youths' clinical, special rehabilitation, and activity services.

Overall, there will be a minimum ratio of child care staff to clients of 1:5 during awake hours.

Appropriate supervisory staff will be employed to assume responsibility for supervision of youth counselors, rehabilitation aides, nursing staff, and facility operations. On-call administrative, nursing, youth counseling, and rehabilitation staff will be available at all times for emergency coverage and intervention.

STARLIGHT CTF will have a qualified psychiatrist to review/approve treatment plans and services; to perform and document a psychiatric assessment and mental status on all youngsters upon admission to monitor any progress of all adolescents and to assess the need for or reactions to psychotropic medications and their ongoing progress; to see each youngster weekly until discharged; and to be available on a 24 hour basis for emergencies.

All of the professional treatment staff will be degreed, licensed ,waivered, and/or registered and will meet CTF requirements per Section 1921 for Social Workers, RN's, LVN's, Mental Health Workers, psychologists and psychiatrists. All staff will be trained in both appropriate medical and psychiatric interventions and behavioral management techniques.

The Medical Director/Physician will be responsible for medical care standards, coordination, surveillance (oversight to ensure treatment is carried out as directed in treatment plans), and improvement planning for in the facility. The Medical Director will be a trained psychiatrist who will also be responsible for psychiatric services. Counseling services will be provided by licensed clinical social workers, or licensed marriage, family and child counselors.

Nursing services will be under the supervision of a registered nurse with experience in psychiatric nursing who will be employed for 40 hours a week. In addition, there will be not less than two full time equivalent (FTE) of nursing staff per 40 clients on each 8-hour shift, during each 24 hour period, on a 7 day (weekly) basis. There will be at least one registered nurse, and a licensed psychiatric technician or licensed vocational nurse, awake and on duty, in the facility at all times, day and night.

Nursing services will include: planning of client care including an initial written evaluation commencing at time of admission and completed within 7 days of admission; implementing each client's care plan; and notifying physicians promptly regarding admissions, sudden changes in condition, unusual occurrences involving clients, weight changes, untoward reactions to treatment, medication errors, or problems. Nursing services will be individualized for each client, designed specifically to meet the objectives of each client's interdisciplinary treatment plan.

The nursing staff will provide 24 hour supervision in such matters as eating, personal hygiene, dressing and undressing, and taking prescribed medications. Nursing staff will also orient the client to the personnel and to the unit and will complete a personal property inventory.

Registered Nurses and Licensed Vocational Nurses will administer medications (either orally or intramuscularly) as prescribed by the physician. These nursing professionals will be specifically trained to administer psychoactive medications. Should the administering nurse question a medication order or the appropriateness of the medication, or observe any untoward effect, the prescribing physician or the Medical Director will be notified immediately before further administration of the medication.

Additionally, the nursing staff will be responsible for follow up and monitoring of lab work, X-rays and other medical needs as prescribed by the attending physician.

Dietary and food services at STARLIGHT CTF are considered an integral part of a youngster's treatment program. Special protocols for dietary services will be used that interface with the psychotherapeutic needs

of youth. These services include special activities such as barbecues, ethnic and cultural food service, and meal preparation skills training activities.

Close consultation between the dietary and clinical staff will occur surrounding the issues of medication interactions on appetite and nutrition intake. In order to provide the extensive support necessary for ensuring adequate dietary compliance, the "family style" of dining will be used, with assigned staff eating with the youngsters and serving as role models and supervisors.

STARLIGHT CTF will be in operation 24 hours a day, seven days a week. Special treatment programming will be available each day, 7 days a week and provided by STARLIGHT Adolescent Center in addition to school programming. The non-public school will be in operation Monday through Friday for six hours per day, including summer school. Clerical and administrative services will be available 8:30 am to 5:00 p.m., Monday through Friday.

Specific Services Offered

The average length of participation in the program will be six months, although some students may participate longer if indicated. Aftercare case management, wrap-around, and other services can be provided by the contractor up to six months beyond discharge from the Program for those adolescents eligible to continue to receive these services (based on medical necessity, eligibility for EPSDT, Healthy Families, or other funding sources). Services to be provided by the Counseling staff include:

1. Weekly individual counseling
2. Daily group therapy (topic focused, such as substance abuse, life skills, anger management, etc.)
3. Family therapy up to twice monthly

4. Crisis intervention as needed
5. Collateral and/or case management services as needed
6. Family support groups
7. Coordinated Treatment Planning and linkage to other mental health, health, substance abuse, vocational and other service providers.
8. Child and Family Team facilitation

Groups will be structured so as to be appropriate to the developmental and cognitive levels of the youngsters. A schedule of all activities and groups will be posted daily in the facility during both the day and evening shifts.

Educational Services

Educational services will be provided for youngsters at STARLIGHT through a State-certified on-site Nonpublic School with educational programming that is designed specifically for emotionally disturbed youngsters.

In this school program, an Individual Educational Plan (IEP) will be developed for each seriously emotionally disturbed youngster in cooperation with the parents or guardians and the youngster's home school district. This IEP will be integrated into the child's treatment program by the multidisciplinary treatment team (which will include teachers from the school program). STARLIGHT CTF and STARLIGHT Adolescent Center staff will work closely with school staff to ensure that the child's educational experience is appropriate to his or her emotional needs.

All referred youngsters will receive an educational evaluation, including recommendations for educational readiness.

The Staff of STARLIGHT CTF , STARLIGHT Adolescent Center, and the High School will also work closely with parents or guardians and the youngsters themselves to facilitate educational progress through the use of behavioral contracts. In compliance with the Hughes Bill, a written Functional Behavior Analysis Assessment will be made prior to instituting any behavioral interventions. The roles of the adolescents, teachers, and parents will be specified in writing in the form of behavioral contracts.

The process of educational services will be initiated within at least seven days after a youngster's admission to STARLIGHT CTF. IEP's will be completed as soon as possible, preferably prior to or shortly after admission.

Medications

In order to provide stabilization, psychopharmacology may be necessary for some of the youngsters at STARLIGHT CTF. However, psychoactive medications will be used as sparingly as possible. Staff will be thoroughly trained in crisis intervention and de-escalation techniques in order to preclude the use of most psychotropic medications, except in the more extreme behavioral problems, psychosis, or well documented medical justification.

If medications are used, they will be prescribed by the treating physician and monitored closely by program staff for therapeutic or untoward effects. The youngster will be informed of the medications to be employed, the expected result of the medication and any significant side effects of medications, especially psychotropic medications. Consent forms will be signed by the adolescent and the parent or responsible party; these will become part of the medical record. All psychotropic medications will be administered in

compliance with Patients Rights procedures and State and County guidelines for such administration.

Medications will be available from a contract service pharmacy on a 24-hour basis. A licensed pharmacist will review medication administration, policy and procedure, and perform a drug regimen review monthly.

The Medical Director will be responsible for monitoring medication for appropriateness and effectiveness on a regular basis. All licensed nursing staff will be trained in the administration and monitoring of all medications, especially psychotropic medications through the use of medication tests and simulated practices. Medications may be given either orally or intramuscularly. Clients on medication will be reviewed by the Psychiatrist at least once every thirty (30) days.

Admissions Process and Criteria

Admissions Criteria

STARLIGHT CTF will accept referrals of seriously emotionally disturbed minors who have been screened and evaluated for appropriateness for admission by the County Mental Health Department and Interagency Council reviewing out of home placements. STARLIGHT CTF reserves the right for the ultimate decision for admission, and will give written reasons for the rejection of any referred youngster.

Admissions Process including Assessment & Treatment Planning

Prior to admission, a Resident Admission Packet will be completed by the STARLIGHT CTF Mental Health admissions designee. The admissions packet must include a signed written statement from the

placing county's or the parent's county of residence interagency placement committee must certify that:

"The child is in need of the level of care provided by a CTF to implement the proposed treatment program

and has been found, by a licensed mental health professional to require periods of containment to participate in and benefit from mental health treatment.” The admissions designee will review all contents for completeness. Upon completion, the resident admission packet will be reviewed by and approved by the facility’s Program Director, Psychiatrist, or licensed clinical social worker, and, whenever possible, one of these individuals will interview the youngster. Upon acceptance for admission, the youngster will be admitted as soon as required legal documentation for admission is completed. An Intake Report will be completed and typed prior to admission and signed by a licensed member of the staff and placed into the youngster’s medical record.

Adolescents will only be admitted if the following criteria can be met: (See Policy and Procedure Attachment #3 for specific details of each situation).

1. They are on LPS Conservatorship and the Conservator has authorized the admission and signed the Admission Agreement.
2. They have applied to the juvenile court and the court’s consent to treatment is documented by a copy of the juvenile court’s ruling per Welfare and Institutions Code 6552.
3. The parents of an adolescent under the age of fourteen have both given consent for admission (unless sole custody is established – in which case the consent of one parent will suffice).
4. The parents of an adolescent between the age of fourteen and seventeen years of age have given consent as above and;
 - i. The adolescent has waived a pre-admission “Roger S.” hearing; or
 - ii. The adolescent has had his due process right by way of a “Roger S.” hearing and the

decision to admit was upheld

Upon arrival at the facility, the youngster will have the facility and services explained to him by the admissions designee and will receive orientation on his rights, the program rules and expectations, etc. An admission record containing all identification data required by relevant codes and statutes, as well as physician and practitioner data will be completed. The youngster will be screened for tuberculosis, and his personal possessions, equipment, and valuables will be inventoried and identified. The youngster or his representative will sign an admission agreement describing the services to be provided and the expectations and rights of the youngster regarding program rules, client empowerment, and involvement in the program and fees. The youngster will receive a copy of the signed admission agreement. At the time of admission, the youngster's preferences will be solicited to aid in determining whether medication, restraint or seclusion is the least restrictive method for controlling injurious behaviors.

Each admission will result in a comprehensive assessment by all disciplines of STARLIGHT CTF. The admission assessment is completed within five (5) days of admission and a typed copy will be provided to the adolescent's parents, conservator or the person designated by the court to manage the placement within (10) working days of assessment completion. A comprehensive Needs and Service Plan (Treatment Plan) is completed within 15 days of admission. The Needs and Service Plan is developed by a licensed mental health professional together with the adolescent and his/her parent or conservator. The admission assessment and needs and services plan both becomes a part of the clients' medical record. A written report of a physical examination is provided within 72 hours following the admission

The referred youngsters will be given comprehensive assessments and evaluations by a multidisciplinary team. All areas of functioning will be included (e.g., social, emotional and behavioral; educational; physical; and psychosocial). A nursing or social service clinician will enter an initial admission problem onto the youngster's treatment plan within 24 hours. Other evaluations will include a psychosocial assessment of the child and the family including an assessment of the level of psychosocial functioning, the self-care potential, the support network availability, and the needs and strengths of family members and of the family as a whole.

Initial evaluation, including assessments by a multidisciplinary treatment team including a psychiatrist, social worker, licensed nurse, dietitian and a rehabilitation therapist with a specialty in physical, art, dance, music, vocational, or recreational therapy, will be completed within five (5) days of admission. However, assessment and evaluation will be an ongoing process, and written re-evaluations will be done on a regular basis and at least monthly. Within days of admission the written assessment (including, at a minimum: health and psychiatric histories, psychosocial skills, social support skills, current psychological, educational, vocational and other functional needs or limitations, medical needs, self-control & symptom management) is signed by a licensed mental health professional.

These evaluations form the basis of a comprehensive treatment plan/plan of service. The treatment plan will include long term goals, current status/level of the adolescent, short term objectives, the specific, measurable process to achieve the objectives, and a discharge plan. Participation of the youngster and his or her family or guardian(s) will be encouraged in treatment planning. The treatment plan will document all psychotherapeutic modalities, the adjunctive therapies, and medications that are to be employed.

Close monitoring of the child's functioning and of family functioning will be a part of continuing planning. Biweekly case oriented meetings will be conducted to discuss treatment planning, discharge planning and referral and placement needs. The biweekly case staffing will review the progress or problems of the youngsters in the facility, and staff will discuss the treatment approaches to be utilized. This meeting will be attended by the supervising youth counselor, therapist, and nursing staff. This meeting is in addition to the daily roster/case review to occur at least once per shift. Participation of the clinical staff, including the County DMH case managers will ensure that treatment approaches are consistent with the documented treatment plans discussed in the clinical case conference.

Evaluation and assessment is a continuing process and takes place not only in treatment planning meetings, but also in case conferences, staff meetings, supervision meetings, consultative meetings, chart audits, peer review and utilization review meetings. Treatment outcomes are evaluated in relation to the current status/level of the adolescent, the objectives achieved, and the potential for discharge. There will be a physician's progress note whenever the Treatment Plan is reviewed and approved. Should medication be employed to ameliorate the psychiatric or behavioral symptomatology, the physician will describe the medication used, the side effects and the response of the adolescent to the medication. If no medication is being employed, that will be stated in the treatment plan and the physician's progress note.

Continuing Stay Criteria

Each youngster will be evaluated by the Psychiatrist for continuing to meet admission criteria at least every ninety (90) days. The outcome of this review will be documented in the clients' medical record.

Continued need for stay within the CTF will also be verified by the placing agency's case manager or interagency placement committee.

Discharge Planning & Processes

Discharge Planning & Case Management Services

Discharge planning shall be an integral part of each youngster's treatment program at STARLIGHT CTF.

Discharge planning will start from the day of admission, and continue throughout the course of treatment.

Continued assessment of the child's discharge planning status will occur through review by the facility Program Director, the multidisciplinary treatment team, and the County DMH case manager. In addition, active participation of the referred youngster and the parent(s) or legal guardian will be sought for discharge planning. Discharge recommendations will be made jointly among the primary therapist and the DMH case manager.

The objective is to provide long range planning to meet the needs of the youngster and his/her family as well as to take preventative measures to avoid the necessity for repeated crisis intervention and to allow the youngster and family to appropriately utilize community resources.

Discharge planning will include an evaluation of the youngster's needs for aftercare services to assure smooth and lasting transition into the community. The discharge program is based on a highly individualized case management approach in which multifaceted plans are devised by an interdisciplinary team directed by the resident. These plans coordinate medical and psychological care and address the specific concerns of the youngster and his family or guardian. The team members meet frequently with the youngsters in order to assist them in identifying their major strengths and weaknesses

and in establishing changing transition goals. Although input will be obtained from various sources, the youngsters' own personal goals are always the primary focus.

The youngster's discharge and aftercare plans will be documented in his health record. Complete and accurate youngster information, in sufficient detail to provide for continuity of care, will be transferred with the youngster at the time of transfer or discharge. When a youngster is transferred to another facility, the youngster's record will be updated to include: the date, time, and youngster's condition at the time of transfer; a written statement of the reason for the transfer; and written or telephone acknowledgment of the youngster, youngster's guardian or legal representative, except in an emergency.

The staff of STARLIGHT CTF and STARLIGHT Adolescent Center will be familiar with and knowledgeable about other agencies, organizations, and individuals involved, either directly or indirectly, in providing mental health services in both the public and private sectors. Contacts will be made and maintained with significant persons in the referred youngsters' lives (e.g., family members, educators, service agency representatives, peer group members, physicians, etc.). Services will include, but not be limited to, helping significant support persons understand the referred child's condition and gaining their input and assistance in implementing plans of service. Due to the high levels of stress that severely emotionally disturbed youngsters, and especially adolescents, bring to their family members, family counseling and/or therapy is expected to be an important part of the collateral services provided by our program.

From day one, identified clients who are referred to the program will benefit from a planning approach

that is both realistic and adaptable. Plans will have clear paths to success, and be adaptable, so that the plans can be revised to address the changing needs of the clients and their families. The program will strive to develop effective Child and Family support teams. These teams, which include any positive support persons in the clients' and families' lives (friends, neighbors, co-workers, etc.) as well as professionals working with family members, will work together to develop a plan that is strength-based and is focused on continued progress after discharge from the program. Parent participation is seen as a key element of the program to insure each clients success in meeting their individual goals.

Although all members of the team have equal input, the initial task of bringing the team together rests on the program staff, and specifically the Social Workers and Case Managers. These facilitators will meet each family in their place of residence or other agreed-upon place, assisting the family in assessing their strengths, assets, needs and identification of potential members of the Child and family Team. Program staff will also be responsible for 24-hour on-call coverage (by pager or cellular phone), to handle after hour emergencies. The size and composition of the Community-Based team and the Child and Family support teams will vary, but program staff will work to establish consistent meeting times, phone contact, mailed minutes of meetings, e-mail correspondence, and/or internet and web-based sites, to keep everyone on the team up to date on an ongoing basis. Once again emphasizing the full participation of the family, facilitators will work with them to rally people who are committed to the overall success of the clients. The Child and family Team will work toward viewing situations from a strength-based model, which emphasizes the positive qualities inherent in the clients. With these assets in hand, the team can then assess the specific needs of the families and then begin to develop a creative and concrete plan of action. With a matching of goals and responsible persons to carry out those goals, and accolades

for progress made along the way, a powerful tool for desired change is produced. These tools, which are self-sustaining by design, can be utilized while the clients are in the program and after discharge, hence a full circle of care is created. This wrap around process empowers family members to master challenges they face and builds their capacity for solving problems.

In order to ensure that the adolescent and her family are linked with the System of Care and all providers delivering services to or on behalf of the adolescent, case management services will be provided by the program. School linkage, medical care, dental care, nutritional and other therapeutic care are seen as the primary linkages before, during and after placement in the CTF. Case Management services continue even after the adolescent completes the program or as they are mainstreamed into regular classes as long as they are clinically indicated.

Prior to admission, in home crisis stabilization services are available to the client and their family for up to 72 hours. The client may enter directly into the CTF after appropriate approvals and legal paper work is completed or enter through the acute psychiatric service. After discharge, the Community Services division continues with the comprehensive circle of care described above for as long as necessary. These services are funded through EPSDT MediCal as Mental Health Services, Case Management and Therapeutic Behavioral services when they become available.

Aftercare services and Re-admission Policy

Aftercare services may include: assessing the youngster's and family's needs; exploring available community resources; making recommendations; arranging for placement; arranging for medication supervision if indicated; and facilitating referrals to community social, vocational and educational

services if appropriate, as well as following each child and family in the community to deliver and ensure appropriate and continued case management and mental health services.

When a youngster is discharged, an agreement will be made with the community resource and/or the family receiving the youngster that will enable them to contact STARLIGHT CTF should any problems arise relative to the continuing care of the youngster. Thus, STARLIGHT CTF will have the capability and make the commitment to serve as a consulting resource to any placement institution or family member needing assistance in the difficult task of caring for the discharged youth. STARLIGHT CTF will follow all children in aftercare through providing necessary services which the child may need for mental health, case management and other needed services.

Although, every effort is made to avoid the need for re-admission, STARLIGHT CTF nonetheless has a policy of unconditional care to its youngster. This means that STARLIGHT CTF is always willing to readmit youngsters who seek treatment.

Client and Health Records

Health records shall be maintained for each youngster and shall include the following information: admissions and discharge records identifying data; mental status; medical history and physical examination results; dated and signed observations and daily progress notes; legal admission authorization; consultation reports; medication and dietary orders; other applicable evaluations; dated and signed patient care notes; rehabilitation evaluation; interdisciplinary treatment plan; progress notes; medication records; treatment records of groups and counseling; other reports if applicable (e.g. dental records, lab tests, cardiology/encephalographic tests, x-ray exams), documentation of patient rights and

discharge summary. Monthly clinical review reports will be completed by the clients' licensed clinician.

All documentation will be in compliance of requirements of CTF regulations per Section 1927 of these regulations.

Client records are kept for all youngsters admitted to or accepted for care at STARLIGHT CTF and STARLIGHT Adolescent Center. These records are permanent documents, either typewritten or legibly written in ink, and capable of being photocopied.

The bulk of the youngsters' records will consist of a comprehensive written Interdisciplinary Treatment Plan. This plan includes: admission records; an individual plan of service including specific goals, measurable objectives and treatment responsibilities; daily progress notes by professional and program staff; at least monthly documentation of reviews by staff and the youngster; monthly reevaluations of the treatment plan and progress; licensed mental health professionals' signatures; and the discharge plan.

Information contained in youngster records is confidential and is disclosed only to authorized persons in accordance with federal, state, and local laws.

All current clinical information pertaining to youngsters' stays are centralized in the youngsters' records.

Youngster records are filed in an accessible manner, providing for prompt retrieval when needed for continuity of care. Youngster records will not be removed from the facility, except for storage after the youngster is discharged, unless expressly authorized by the Department.

Client Rights & Empowerment

STARLIGHT CTF and STARLIGHT Adolescent Center believes that rehabilitation is best achieved by empowering youngsters and their families to the maximal extent possible. The STARLIGHT CTF and STARLIGHT Adolescent Center program will use a pro-active, consumer-oriented approach in which youngsters (and, whenever possible, families) are considered as equal partners and colleagues in the treatment process.

The input of the youngsters will be encouraged in the formulation, execution, and evaluation of treatment and discharge plans. Whenever possible, treatment will be driven by the goals and priorities of the youngsters. The youngsters' responsibility in making important decisions for themselves will be emphasized.

A list of Client Rights will be posted prominently at STARLIGHT CTF in English, Spanish and other languages representing at least 5% of the County population. Youngsters shall not be subjected to verbal or physical abuse of any kind. In addition, youngsters will have the rights: to wear their own clothes; to keep and use personal possessions; to keep and spend reasonable sums of their own money; to have access to individual storage for private use; to see visitors; to have reasonable access to telephones to make and receive confidential calls; to have access to letter writing materials, stamps and mail; to refuse shock treatment; to refuse lobotomy services.

The youngster has the right to revoke their W & I Code 6552 by informing staff who in turn will inform

the child's court worker who will then schedule a hearing with the court on this matter.

The preferences of the youngsters will be solicited regarding the use of medication, restraint or seclusion for controlling injurious behavior. Youngsters will be informed regarding the nature of procedures to be used in treatment, and will have the right to accept or refuse treatment.

SANTA CLARA COUNTY MENTAL HEALTH TBS PROGRAM

Draft Procedures:

Therapeutic Behavioral Services (TBS)

I. Purpose

The purpose of this procedure is to define Therapeutic Behavioral Services (TBS), outline eligibility for TBS, Clarify service delivery requirements, and explain authorization for these services.

II. Definition

Therapeutic behavioral services are a one-to-one therapeutic contact between a mental health provider and a child/youth plan member for a short-term period of time. These services are designed to maintain the child's/youth's residential placement at the lowest appropriate level by resolving target behaviors and achieving short-term goals. A contact is considered therapeutic if it is intended to provide the child/youth with skills to effectively manage the behavior(s) or symptom(s) that impedes achieving residence in the lowest appropriate level.

III. Service Description

The person providing therapeutic behavioral services is available on-site to provide individualized one-to-one behavioral assistance and one-to-one interventions to accomplish outcomes specified in the written treatment plan. The critical distinction between therapeutic behavioral services and other rehabilitative Mental Health services is that a significant component of this service activity is having the staff person on-site and immediately available to intervene for a specified period of time. The expectation is that the staff person would be with the child/youth for a designated time period and the entire time the mental health provider spends with the child/youth in accordance with the treatment plan would be reimbursable. These designated time periods may vary in length and may be up to 24 hours a day, depending upon the needs of the child/youth.

IV. TBS Eligibility Criteria

The Child/Youth

1. Must be full scope MediCal under 21 years old.
2. Must meet Mental Health Program medical necessity criteria (attachment 1).
3. Must be a member of certified class by meeting one of the following criteria:

- a. Is Placed in a group home facility, RCL12 or above and/or a locked treatment facility for treatment of mental health needs which is not an institution for mental health disease, or
 - b. Has undergone at least one emergency psychiatric hospitalization related to his/her current presenting disability with the preceding 24 months, or
 - c. Is being considered by the county for placement in a group home facility, RCL 12 or above and/or a locked treatment facility, or
 - d. Previously received therapeutic behavioral services while a member of the certified class.
4. Is receiving other specialty mental health services.
5. Without these additional short-term services it is highly likely that in the clinical judgement of the mental health provider;
- a. The child/youth will need to be placed in a higher level of residential care, including acute care because of a change in the child/youth's behaviors or symptoms which jeopardize continued placement in current facility, or
 - b. The child/youth needs additional support to transition to a lower level of residential placement. Although the child/youth may be stable in the current placement, change in behavior or symptoms are expected and therapeutic behavioral services are needed to stabilize the child/youth in the new environment.

V: Conditions under which Therapeutic Behavioral Services are not Reimbursable:

1. Where the need for TBS are solely:
- a. for the convenience of the family, or other caregivers, physician, or teacher.
 - b. to provide supervision or to assure compliance with terms and conditions of probation.
 - c. to ensure the child/youth's physical safety or the safety of others, e.g., suicide watch or
 - d. to address conditions that are not part of the child/youth's mental health condition.

2. For children/youth who can sustain non-impulsive self-directed behavior, handle themselves appropriately in social situations with peers, and who are able to appropriately handle transitions during the day probably do not need these services.
3. For children/youth who will never be able to sustain non-impulsive self-directed behavior and engage in appropriate community activities without full-time supervision.
4. When the child/youth is an inpatient of a hospital, psychiatric health facility, nursing facility, IMD, or crisis residential program

VI. Service Delivery Requirements

This service activity is focused on resolution of target behaviors or symptoms which jeopardize existing placements or which are a barrier to transitioning to a lower level of residential placement and completion of specific treatment goals. Therapeutic behavioral services must be expected, in the clinical judgement of the MHP provider, to be effective in addressing the above focus to meet the goals of the treatment plan. Therapeutic behavioral services are to be decreased when indicated and discontinued when the identified behavioral benchmarks have been reached or when reasonable progress towards the behavioral benchmarks are not being achieved and are not reasonably expected in the clinical judgement of the MHP provider to be achieved. They are intended to be short-term, time-limited services and not appropriate to maintain a child/youth at a specified level for the long-term.

Examples of activities, interventions may include but are not limited to

- Assisting the child/youth to engage in, or remain engaged in, appropriate activities
- Helping to minimize the child/youth's impulsive behavior
- Helping to increase the child/youth's social and community competencies by building or reinforcing those daily living skills that will assist the child/youth in living successfully at home and in the community
- Providing immediate behavior reinforcements
- Providing time-structuring activities
- Preventing inappropriate responses
- Providing appropriate time-out strategies
- Providing cognitive behavioral approaches, such as cognitive restructuring, use of hierarchies, and graduated exposure
- Collaboration with and support for the family caregiver's efforts to provide a positive environment for the child

Therapeutic behavioral services must be provided by a Licensed Practitioner of the Healing Arts (LPHA)¹ or trained staff members who are under the direction of a LPHA.

Staff providing therapeutic behavioral services will follow requirements regarding restraint, which are applicable to the child/youth's setting or program. Seclusion is not allowable as a component of therapeutic behavioral services.

VII. Treatment Plan and Documentation Requirements

There must be a written plan for therapeutic behavioral services, as a component of an overall treatment plan for specialty mental health services, which identifies all of the following:

1. Specific target behaviors or symptoms that are jeopardizing the current placement or presenting a barrier to transitions, e.g., tantrums, property destruction, assaultive behavior in school.
2. Specific interventions to resolve the behaviors or symptoms, such as anger management techniques.
3. Specific outcome measures that can be used to demonstrate the frequency of targeted behaviors has declined and has been replaced with adaptive behaviors.

The treatment plan that includes therapeutic behavioral services should be based on a comprehensive assessment of the child/youth and family, if applicable, strengths and needs. It should be developed with the family, if available, and appropriate. The therapeutic behavioral services component of the plan should be: 1) adjusted to identify new target behaviors interventions and outcomes as necessary and appropriate; and 2) reviewed and updated as necessary whenever there is a change in the child/youth's residence.

There must be a written transition plan for TBS from their inception. This transition plan must outline the decrease and/or discontinuance of TBS when they are no longer needed or appear to have reached a plateau in effectiveness, and when applicable, a plan for transition to adult services when the child/youth turns 21 years old and is no longer eligible for TBS. This plan should address strategies and skills for parents/caregivers to provide continuity of care when TBS are discontinued.

A progress note is required for each time period that a mental health provider spends with the child/youth. Significant interventions that address the goals of the treatment plan must be documented. The progress notes do not have to justify staff intervention or activities for all billed minutes.

¹ LPHA are: Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapists and Registered Nurses.

The progress notes must be recommended in minutes. Service time noted in parenthesis by contract/shift, e.g., 8:00 a.m. to 1:30 p.m. may be included in the note.

Staff travel and documentation time is MediCal Billable. On-Call time for the staff person providing therapeutic behavioral services is not MediCal billable. TBS are not billed as mental health services.

VIII. Authorization

Therapeutic Behavioral Services will be initially reviewed and authorized by the respective Rehabilitation Option (R/O) Coordinators for a period of 30 calendar days. The R/O Coordinator may authorize TBS services by completing a TBS packet and sending it in to the Mental Health TBS Coordinator within 7 days of the initial authorization. The TBS packet must include: 1) the TBS Authorization/Service Plan and 2) the Notification to DMH Form. See the attached forms. The packets must be faxed, mailed or hand carried to:

TBS Coordinator,
Family and Children's Service Division
SCC Mental Health Department
650 South Bascom Avenue
San Jose, California 95128
408.299.6262 Phone
408.971.6932 FAX

Reauthorization must occur every thirty days. Reauthorization will occur if TBS continues to be effective for the child/youth. The child/youth must be making progress towards the specified measurable outcomes. A request for reauthorization, (TBS packet) must be received by the TBS Coordinator 5 full business days prior to the current authorization expiration and the Coordinators must notify the Agency of the receipt of the requests.

All inquiries regarding TBS should be made to the TBS administrative support staff person at 408.299.6262. Identify the nature of the inquiry. If it is procedural in nature, the TBS support staff person will assist the caller. If it is clinical in nature, the call will be forwarded to the TBS Coordinator.

IX. Claiming

Billing procedures, reimbursement amounts, cost reporting and cost settlement procedures are identical to those used for the Mental Health Services. Service delivery must be recommended in minutes. Providers will be notified of the new treatment codes as soon as they are available. Since this is an EPSDT funded service, claims will be denied for services, which do not have MediCal eligibility. This includes assuring that share of cost MediCal has been fully billed for the months services were delivered. The OSCAR Procedure Code for TBS Services is 380.

**NOTIFICATION TO DMH
REGARDING PROVISION OF THERAPEUTIC BEHAVIORAL SERVICES**

CHILD/YOUTH'S NAME _____ TODAY'S DATE ____/____/____

SOCIAL SECURITY NO. _____ - _____ - _____ AGE _____ GENDER: ☐ Male ☐ Female

BEGINNING DATE OF TBS ____/____/____ Is this a TBS Renewal? ____ Yes ____ No

COUNTY: SANTA CLARA TBS PROVIDER AGENCY _____

FORM COMPLETED BY (name): _____

PRIMARY RESIDENCES FOR CHILD/YOUTH WHILE RECEIVING TBS (check all that apply)

- | | |
|--|----------------------------------|
| <input type="checkbox"/> Family Home | Full Address _____ |
| <input type="checkbox"/> Foster Home | Name of FH & full address _____ |
| <input type="checkbox"/> Foster Family Agency | Name of FFA & full address _____ |
| <input type="checkbox"/> Children's Shelter | |
| <input type="checkbox"/> Juvenile Hall Awaiting Placement | |
| <input type="checkbox"/> Group Home RCL _____ | Name of GH & full address _____ |
| <input type="checkbox"/> Other (specify & give full address) _____ | |

CLASS MEMBERSHIP (check one)

- ☐ In RCL 12 of Above
- ☐ Being Considered for RCL 12 or Above by (name of placement agency): _____
- ☐ One Psychiatric Hospitalization in proceeding 24 months

Name of Hospital and dates: _____

- ☐ Previously Received TBS while Class Member?

When? _____ Where? _____

SERVICE NEED (check one)

- ☐ To Prevent Placement in a Higher Level of Care
- ☐ To Enable Transition to a Lower Level of Care

TBS SERVICE PLAN

Planned Average Hours of TBS per week _____ Estimated # of Weeks of TBS _____

PLACEMENT WORKER (Name) _____

(Agency) _____ (Phone) _____

Submit this form upon initial TBS authorization and upon all requests for renewal authorization to :

TBS Coordinator
F&C Administration
Santa Clara Co. Mental Health Department
650 So. Bascom Avenue
San Jose, Ca 95128
Ph: 408.299.6262
Fax: 408.971.6932

Date of Referral ____ / ____ / ____ Is this request an ☐ Initial ☐ Reauthorization

General Information: Agency Name _____

Initiator _____ Phone number _____ Fax: _____

Child/Youths DOB: ____ / ____ / ____ Child/Youth's Age: _____

Specific Target Behaviors & Symptoms _____ That Jeopardize Placement or Present Barriers to Transitions: _____

Specific Interventions _____

Specific Interventions To Resolve the Behaviors or Symptoms: _____

Specific Outcome Measures _____

That Will Be Used to Demonstrate That the Frequency of Targeted Behaviors Have Declined And Have Been Replaced With Adaptive Behaviors: _____

Transition Plan _____

To Decrease &/Or Discontinue TBS When They Are No Longer Needed Or Appear to Have Reached a Point In Benefit Effectiveness, or A Plan For Transition To Adult Services: _____

Reauthorization Request _____

Justify need for additional TBS, include progress to date, ongoing need, and likelihood of further improvement

Signatures

Provider: _____

Disipline _____ Date _____

LPHA: _____

Disipline _____ Date _____

TBS Authorization: ☐ Yes ☐ No Reason for Denial: _____

Service Dates From ____ / ____ / ____ To ____ / ____ / ____

Next Review ____ / ____ / ____

Authorization Signature: _____

Date ____ / ____ / ____

Note: Reauthorization must occur every 30 days. Reauthorization will occur only if TBS continues to be effective & the child is making progress toward the specified outcomes. A request for Reauthorization must be received 5 full business days prior to authorization expiration.

SANTA CLARA COUNTY MENTAL HEALTH
Therapeutic Behaviors Services
Service Plan

Individual Name _____
S/D# _____
Provider _____

EXHIBIT B SUMMARY PAGE

FISCAL YEAR 2001

AGENCY NAME: STARLIGHT ADOLESCENT CENTER, INC.

REPORTING UNIT GROUPING: #13 SCHOOL/CLINIC DAY TREATMENT/OP

SUBMISSION DATE :

08/18/2000

DIVISION: FAMILY AND CHILDREN

	MAXIMUM FINANCIAL OBLIGATION	TOTAL		
	FEDERAL MEDI-CAL AMOUNT (FFP= 51.67 % of Total Medi-Cal Service Costs)	\$898,438		
	COUNTY GENERAL FUND	\$2,132,412		
	STATE EPSDT REVENUE	\$560,241		
	OTHER	\$280,121		
	MAXIMUM FINANCIAL OBLIGATION	\$3,871,212		

EXHIBIT B - ESTIMATE OF PROGRAM FINANCIAL DATA
 REPORTING UNIT GROUPING: #13 School/Clinic Day Treatment/OP
 AGENCY NAME: Starlight Adolescent Center, Inc.

FISCAL YEAR 2001
 July 1, 2000-June 30, 2001

SUBMISSION DATE:

08/18/2000

REPORTING UNIT	MODE/ SERVICE FUNCTION	SERVICE FUNCTION NAME	PROGRAM NAME	UNITS OF SERVICE	RATE PER UNIT	MEDI-CAL FFP	BASE COUNTY CONTRIBUTION	EPSDT REVENUE	OTHER REVENUE	TOTAL PROGRAM COSTS
43AG2	10:85-89	Day Treatment/Full	Starlight CTF							
		Medi-Cal/ FFP, County Match, EPSDT	Santa Clara County	4,709	\$160.18	\$389,713	\$0	\$364,521	\$0	\$754,234
		Other/County		0	\$160.18		\$0			\$0
		Total Day Treatment/Full		4,709		\$389,713	\$0	\$364,521	\$0	\$754,234
43AG1	15:01-09	Case Management \ Brokerage	Starlight CTF							
		Medi-Cal/ FFP, County Match, EPSDT	Santa Clara County	47,292	\$1.60	\$39,097	\$0	\$36,570	\$0	\$75,667
		Other/County		0	\$1.60		\$0			\$0
		Total Mental Health Services		47,292		\$39,097	\$0	\$36,570	\$0	\$75,667
43AG1	15:60-69	Medication Support	Starlight CTF							
		Medi-Cal/ FFP, County Match, EPSDT	Santa Clara County	15,126	\$3.70	\$28,918	\$0	\$27,048	\$0	\$55,966
		Other/County		0	\$3.70		\$0			\$0
		Total Medication Support		15,126		\$28,918	\$0	\$27,048	\$0	\$55,966
43AG1	15:70-79	Crisis Intervention	Starlight CTF							
		Medi-Cal/ FFP, County Match, EPSDT	Santa Clara County	1,623	\$3.08	\$2,584	\$0	\$2,417	\$0	\$5,000
		Other/County		0	\$3.08		\$0			\$0
		Total Crisis Intervention		1,623		\$2,584	\$0	\$2,417	\$0	\$5,000
43AG1	15:10-19	TBS Mental Health Services	Starlight CTF							
	15:30-59	Medi-Cal/ FFP, County Match, EPSDT	Santa Clara County	130,894	\$2.05	\$138,648	\$0	\$129,886	\$0	\$268,333
		Other/County		0	\$2.05		\$0			\$0
		Total TBS Mental Health Services		130,894		\$138,648	\$0	\$129,886	\$0	\$268,333
		TOTAL ESTIMATE		199,644		\$598,959	\$0	\$560,241	\$0	\$1,159,200

43AG2		Mental Health Program Supplement	Starlight CTF							
		County Match	Santa Clara County	5,092	\$114.00		\$580,541			\$580,541
		Total Supplement		5,092		\$0	\$580,541	\$0	\$0	\$580,541

43AG2		Mental Health Startup Budget					\$1,261,600			\$1,261,600
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Startup Budget: In FY2000-2001 the Contractor will require startup funds which will be prorated to the users of beds.

In FY2000-2001, Contractor's reimbursement up to the Total Maximum Financial Obligation amount is not strictly dependent on the number of units provided or the actual rates as determined in their cost report, per Agreement section 2.9.

Program Start Date: July 2000 / Admission Start: October 2000

dg

	TOTAL MAXIMUM FINANCIAL OBLIGATION	TOTAL	
	FEDERAL MEDI-CAL AMOUNT (FFP= 51.67 % of Total Medi-Cal Service Costs)	\$598,959	
	COUNTY GENERAL FUND	\$1,842,141	
	STATE EPSDT REVENUE	\$560,241	
	OTHER	\$0	
	TOTAL MAXIMUM FINANCIAL OBLIGATION	\$3,001,341	INDEX 4434

EXHIBIT B - ESTIMATE OF PROGRAM FINANCIAL DATA
 REPORTING UNIT GROUPING: #13 School/Clinic Day Treatment/OP
 AGENCY NAME: Starlight Adolescent Center, Inc.

FISCAL YEAR 2001
 July 1, 2000-June 30, 2001

SUBMISSION DATE:

08/18/2000

REPORTING UNIT	MODE/ SERVICE FUNCTION	SERVICE FUNCTION NAME	PROGRAM NAME	UNITS OF SERVICE	RATE PER UNIT	MEDI-CAL FFP	BASE COUNTY CONTRIBUTION	EPSDT REVENUE	OTHER REVENUE	TOTAL PROGRAM COSTS
43AG3	10:85-89	Day Treatment/Full	Starlight CTF							
		Medi-Cal/ FFP, County Match, EPSDT	Alameda County	2,354	\$160.18	\$194,856	\$0		\$182,261	\$377,117
		Other/County		0	\$160.18		\$0			\$0
		Total Day Treatment/Full		2,354		\$194,856	\$0	\$0	\$182,261	\$377,117
43AG4	15:01-09	Case Management \ Brokerage	Starlight CTF							
		Medi-Cal/ FFP, County Match, EPSDT	Alameda County	23,646	\$1.60	\$19,548	\$0		\$18,285	\$37,833
		Other/County		0	\$1.60		\$0			\$0
		Total Mental Health Services		23,646		\$19,548	\$0	\$0	\$18,285	\$37,833
43AG4	15:60-69	Medication Support	Starlight CTF							
		Medi-Cal/ FFP, County Match, EPSDT	Alameda County	7,563	\$3.70	\$14,459	\$0		\$13,524	\$27,983
		Other/County		0	\$3.70		\$0			\$0
		Total Medication Support		7,563		\$14,459	\$0	\$0	\$13,524	\$27,983
43AG4	15:70-79	Crisis Intervention	Starlight CTF							
		Medi-Cal/ FFP, County Match, EPSDT	Alameda County	1,623	\$3.08	\$2,584	\$0		\$2,417	\$5,000
		Other/County		0	\$3.08		\$0			\$0
		Total Crisis Intervention		1,623		\$2,584	\$0	\$0	\$2,417	\$5,000
43AG4	15:10-19	TBS Mental Health Services	Starlight CTF							
	15:30-59	Medi-Cal/ FFP, County Match, EPSDT	Alameda County	64,228	\$2.05	\$68,032	\$0		\$63,635	\$131,667
		Other/County		0	\$2.05		\$0			\$0
		Total TBS Mental Health Services		64,228		\$68,032	\$0	\$0	\$63,635	\$131,667
TOTAL ESTIMATE				99,414		\$299,479	\$0	\$0	\$280,121	\$579,600
43AG3		Mental Health Program Supplement	Starlight CTF							
		County Match	Alameda County	2,546	\$114.00		\$290,271			\$290,271
		CTF Rate Supplement								
		County Match								
		Total Supplement		2,546		\$0	\$290,271	\$0	\$0	\$290,271

In FY2000-2001, Contractor's reimbursement up to the Total Maximum Financial Obligation amount is not strictly dependent on the number of units provided or the actual rates as determined in their cost report, per Agreement section 2.9.

Program Start Date: July 2000 / Admission Start: October 2000

dg

TOTAL MAXIMUM FINANCIAL OBLIGATION				TOTAL	
FEDERAL MEDI-CAL AMOUNT (FFP= 51.67 % of Total Medi-Cal Service Costs)				\$288,479	
COUNTY GENERAL FUND				\$290,271	
STATE EPSDT REVENUE				\$0	
OTHER				\$280,121	
TOTAL MAXIMUM FINANCIAL OBLIGATION				\$869,871	INDEX 4434

Exhibit B-1

Community Treatment Facility Mental Health Funding Sources (Summary)

FUNDING SOURCE	FY 00/01	ANNUAL
Medi-Cal FFP	\$ 898,438	\$ 1,612,857
STATE MATCH	\$ 840,362	\$ 1,508,601
MENTAL HEALTH PROGRAM SUPPLEMENT (CGF)	\$ 870,812	\$ 1,423,062
COUNTY START-UP COSTS (CGF)	\$ 1,261,600	
	\$ 3,871,212	\$ 4,544,520

Community Treatment Facility Mental Health Contract (Detailed)

FUNDING SOURCE	FY 00/01	ANNUAL
Medi-Cal FFP	\$ 898,438	\$ 1,612,857
State Match	\$ 840,362	\$ 1,508,601
Santa Clara County	\$ 560,241	\$ 1,010,762
Alameda County	\$ 280,121	\$ 497,838
MENTAL HEALTH PROGRAM SUPPLEMENT	\$ 870,812	\$ 1,423,062
Santa Clara County (CGF)	\$ 580,541	\$ 948,708
Alameda County (CGF)*	\$ 290,271	\$ 474,354
COUNTY START-UP COSTS	\$ 1,261,600	
Santa Clara County (CGF)	\$ 841,066	\$ -
Alameda County (CGF)	\$ 420,533	\$ -
	\$ 3,871,212	\$ 4,544,520

Actual Estimated Day Rate by County ¹	FY 01	ANNUAL
Santa Clara County (24 beds)	\$ 177.35	\$ 108.30
Alameda County (12 beds)	\$ 177.35	\$ 108.30

¹ Based on Mental Health Program Supplement and Start-up Costs for 334 days in FY01 and 365 Annually

Proposed Payment and Fiscal Monitoring Schedule
For Services Delivered in FY 00-01

Month ¹	Amount Budgeted	Amount Excluded (AFDC) ²	Amount to be Paid	Actual Expense ³	VARIANCE	Expense Statement	S/D Cost Report
Jul/Aug-00	\$ 185,178	\$ -	\$ 185,178	\$ -			
Sep-00	\$ 269,113	\$ -	\$ 269,113	\$ -			
Oct-00	\$ 358,221	\$ (48,722)	\$ 309,499	\$ -			
Nov-00	\$ 469,693	\$ (103,176)	\$ 366,517	\$ -		Qtrly 10-30-00	
Dec-00	\$ 580,578	\$ (160,496)	\$ 420,082	\$ -			
Jan-01	\$ 575,578	\$ (183,424)	\$ 392,154	\$ -			
Feb-01	\$ 575,578	\$ (185,717)	\$ 389,861	\$ -		Qtrly 01-30-01	Mini 01-31-01
Mar-01	\$ 575,578	\$ (185,717)	\$ 389,861	\$ -			
Apr-01	\$ 575,578	\$ (185,717)	\$ 389,861	\$ -			
May-01	\$ 575,578	\$ (196,034)	\$ 379,543	\$ -		Qtrly 04-30-01	
Jun-01	\$ 575,578	\$ (196,034)	\$ 379,543	\$ -			
Total	\$5,316,249	\$ (1,445,037)	\$3,871,212			Final 07-30-01	Final 10-31-01

¹ Assumes 12 months of program operation (first admission 10/02/00)

² AFDC revenue shortfalls will be reimbursed as start-up costs by the Mental Health Department

³ Contractor will receive the 4 months (Jul-Oct) of costs upfront and subsequently invoice monthly after incurring costs.

EXHIBIT C
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTS

Insurance

Without limiting the Contractor's indemnification of the County and State, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, all insurance coverages and provisions:

A. Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained and remains in force for the period required by the Agreement. The **County's Special Endorsement (Exhibit C-1, see last page of this document)** form shall accompany the certificate. Individual endorsements executed by the insurance carrier may be substituted for the County's Special Endorsement form if they provide the coverage as required. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the following address: **Santa Clara County Mental Health Department, 645 South Bascom Avenue, San Jose, CA 95128; c/o Contracts Unit**. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance/Risk Manager.

C. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

a. Each occurrence	\$1,000,000
b. General aggregate	\$2,000,000
c. Products/Completed Operations aggregate	\$2,000,000
d. Personal Injury	\$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. **General liability coverage shall include:**
- a. Premises and Operations
 - b. Products/Completed
 - c. Contractual liability, expressly including liability assumed under this Agreement.
 - d. Personal Injury liability
 - e. Owners' and Contractors' Protective liability
 - f. Severability of interest
3. **General liability coverage shall include the following endorsements, copies of which shall be provided to the County**

- a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to the County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs and it shall be named on the policy as additional insured (if applicable).

- b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

- c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara

- d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.

4. **Automobile Liability Insurance:**

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

- 4a. **Aircraft/Watercraft Liability Insurance** (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. **Workers' Compensation and Employer's Liability Insurance**

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.
- c. Coverage under the United States Longshoremen's and Harbor Workers' Act shall be provided when applicable.

6. **Professional Errors and Omissions Liability Insurance**

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars (\$25,000) per occurrence/event.

7. **Claims Made Coverage**

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. Special Provisions:

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

E. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving any monetary advances under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure of Contractor to give such notice may be cause for termination of this Agreement at the option of County.

Exhibit C-1

**SANTA CLARA COUNTY SPECIAL ENDORSEMENT TO BE MADE A PART OF
REQUIRED POLICIES**

Unless specifically excluded, the following endorsements are issued to, and form a part of, the policy number(s) shown below, and are effective on the date indicated at 12:01 a.m. Standard Time as stated in the policy.

Endorsements

1. **Additional Insured Endorsement:** Insurance afforded by this policy shall also apply to the County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insured. Such insurance shall also apply to any municipality in which the work occurs and it shall be named on the policy as additional insured (if applicable).
2. **Primary Insurance Endorsement:** Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
3. **Notice of Cancellation or Change of Coverage Endorsement:** Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara at the address shown on the Agreement.
4. **Contractual Liability Endorsement:** Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.

Name of
Insured _____

Effective Date
of Endorsement _____

Insuring
Company _____

Policy
Number _____

Insuring
Company _____

Policy
Number _____

Signature of Authorized
Insurance Company Representative: _____

Please print Name/Title/Company _____

The California Insurance Code, Section 384, specifies that a statement made on a certificate of insurance does not amend the insurance policy that it describes. This means that if the certificate is not accurate, or if an error is made in describing the policy, or the coverages, the insurer is not required to conform to the certificate. It also means that any statements made on the certificate, such as the cancellation notice, do not affect the actual policy. If the insurer fails to issue the required endorsements, the insurance company is not responsible to provide coverage. Therefore, the County requires actual submission of endorsements that do implement the required coverages, as well as the completed certificates. This arrangement materially reduces the potential for error.

If endorsements issued by the Insurance Company are to be accepted, they must accompany the certificate and provide for all the clauses shown on the County's special endorsement.

Comprehensive Evaluation Plan

Exhibit E: Legal Entity

FY 2000 - 2001

The Mental Health Department is committed to an evaluation monitoring process in the spirit of program excellence. The clients and families who seek services from the County Mental Health System must receive services that are of the highest quality, effective, and respectful of their needs. This exhibit reflects the implementation of the plan and is a provider/legal entity exhibit.

A. Intent of the Comprehensive Evaluation Plan:

In September of 1998, the Mental Health Department began a stakeholder involvement process which produced this comprehensive plan for program evaluation. The Department also conducted an extensive assessment of its current program monitoring and program evaluation activities. The proposed plan integrates the Board's requirements for performance-based information collection and establishes the basis for an information and outcome driven mental health system of care. In addition, the proposed activities meet the requirements of the State Department of Mental Health and Federal funding agencies, and account for an ongoing mental health needs assessment of the service gaps in our communities. It is expected that the Plan will:

1. Create an equitable system for process and performance outcome monitoring of mental health programs delivered by both contract and county operated providers.
2. Establish performance-based programs throughout our system.
3. Develop a comprehensive system for program evaluation to provide the Board of Supervisors, the Health and Hospital system, the Mental Health Department, the Mental Health Board and other stakeholders with a concise evaluation and performance outcome report on each mental health provider.
4. Establish a program evaluation system that is adaptable, efficient, and accountable.
5. Integrate information sharing with Comprehensive Performance Management and Cross Systems Evaluation.

B. Provider Expectations:

In FY 2000 - 2001, each provider will comply with the following specifications as they relate to the programs for which they have contracted. It is the responsibility of the care coordinator to ensure that the appropriate State evaluation instruments are completed within the specified time frames. Furthermore, for each treatment program that an individual client/consumer enters and exits, a Santa Clara County Functional Assessment Scale (SCCFAS) will be completed. The SCCFAS is not required at entry and exit from homeless shelter, supported housing (except PATH funded Supported Housing) and Day Socialization programs. The State Performance Outcome Instruments will be implemented as stated below:

1. Evaluation and Performance Outcome instruments as specified by the California State Department of Mental Health, the Mental Health Department and as specified in the "Comprehensive Plan" will be administered at the required time intervals as specified in the Santa Clara County Mental Health Department Policy and Procedure Manual (policy #249) and as specified below.

A. The time frames for collection of Children's instruments are: intake (to Mental Health System), sixty (60) days, annually, and at discharge (from Mental Health System). Children's instruments required to be collected are: Child and Adolescent Functional Assessment Scale (CAFAS), Client Living Environment Profile (CLEP), Child Behavior Checklist (CBCL), Youth Self-Report Form (YSR), Client Satisfaction Questionnaire (CSQ-8), Youth Satisfaction Questionnaire (YSQ), and Santa Clara County Functional Assessment Scale (SCC-FAS).

B. Time frames for collection of Adult instruments are: intake (to Mental Health System), annually, and discharge (from Mental Health System). Instruments required for the Adult data collection are: Client Identification Face Sheet, Supplemental Client Information Face Sheet, MHSIP Consumer Survey, Behavior and Symptom Identification Scale (BASIS-32), California Quality of Life (CA-QOL), and Santa Clara County Functional Assessment Scale (SCC-FAS).

C. Time frames for collection of Older Adult instruments are: intake (to Mental Health System), annually, and discharge (from Mental Health System). Instruments required for the Older Adult data collection are: Older Adult Pilot Project Face Sheet, Mini-Mental State Examination, MHSIP Mental Health Survey, SF-12 Health Survey, and Santa Clara County Functional Assessment Scale (SCC-FAS).

D. Completed instruments shall be provided to Program Evaluation and Services Research staff in a timely manner.

2. Each provider will submit unaudited financial information to the Department on a quarterly basis similar to the required cost report information provided at the end of each contract year beginning 30 days after the end of the second quarter (due dates: January 30, April 30, July 30) (Exhibit E-1). Additionally, an audited financial statement will be submitted per contract requirements. Staff information by reporting unit will be submitted on the revised Personnel Action Request Form, Contract Agencies (Section 504 - Attachment A,B) -- (PARCA) beginning July 1, 2000. A full staff report by agency and reporting unit will be completed by January 1, 2001. Electronic submissions of quarterly information is acceptable.

D. Department Responsibilities

1. The Department will provide training on the required instrumentation.
2. Technical assistance will be provided in the preparation, delivery and interpretation of the required instruments, staffing patterns and financial information.

3. The Department will provide aggregated reports to providers regarding the data submitted and train agency personnel in the interpretation of said reports. Reports will be provided to the provider on a semi - annual basis.
4. The Department will produce summary reports which are not traceable to individual clients.

Info Sheet-Sch A

Santa Clara County Mental Health
Medi-Cal/Short-Doyle Cost Report
FYE 6/30/98

A

Organization Information:

Legal Entity Name:

Enter Name Here

Legal Entity No.:

Enter Legal Entity Number Here

Billing Names and Nos.:

Enter Name/Location Here	Provider #

Person Completing Cost Report:

Name

Enter Person to call with questions here

Address

Their Title

Agency Office Address

Phone No.

Enter

Fax No.

Enter

Certification:

I certify, that to the best of my knowledge, the information provided in the following worksheets is true, correct and consistent with applicable instructions and regulations. I will maintain all supporting information, documentation and worksheets for review and audit by the Department of Health Services or County of Santa Clara.

Name :

Title :

Date :

CFO or Director for Agency

**Santa Clara County Mental Health
Medi-Cal/Short-Doyle Cost Report
FYE 6/30/98**

B

Total Cost Worksheet :

Legal Entity Name: Enter Name Here
 Legal Entity No.: Enter Legal Entity Number Here

Reconciliation of Total Reported Costs To Audited Financial Statements:

	<i>Salaries and Benefit</i>	<i>Other</i>	<i>Total</i>	
Total Cost Per Audited Financial Statements	Enter	Enter	0	From AFS
Total Medi-Cal Adjustments	-	-	0	From Worksheet C - Line 14
Total Other Adjustments	-	-	0	From Worksheet D - Line 14
Total Mode Cost Reported	-	-	0	Worksheet E Total Cost

**Santa Clara County Mental Health
Medi-Cal/Short-Doyle Cost Report
FYE 6/30/98**

C

Medi-Cal Adjustments Worksheet:

Legal Entity Name:
Legal Entity No.:

Enter Name Here
Enter Legal Entity Number Here

Summary of Medi-Cal Adjustments:

	Description/Purpose	Salaries and Benefits	Other	Total	
1	Enter	Enter	Enter	-	
2				-	
3				-	
4				-	
5				-	
6				-	
7				-	
8				-	
9				-	
10				-	
11				-	
12				-	
13				-	
14	Total	-	-	-	To Worksheet B

The adjustments on this worksheet result only from program regulations. The following are typical adjustments:

1. Reduce Interest Expense by Interest Income
2. Reduce related organization costs to actual cost
3. Eliminate equipment expenditures and add depreciation expense
4. Eliminate fundraising expense
5. Offset Other Operating Income

Attach copies of documentation used to compute these adjustments and reference to the corresponding line.

**Santa Clara County Mental Health
Medi-Cal/Short-Doyle Cost Report
FYE 6/30/98**

D

Other Adjustments Worksheet:

Legal Entity Name: Enter Name Here
 Legal Entity No.: Enter Legal Entity Number Here

Summary of Other Adjustments:

	Description	Salaries and Benefits	Other	Total
1	Enter			-
2				-
3				-
4				-
5				-
6				-
7				-
8				-
9				-
10				-
11				-
12				-
13				-
14	Total	-	-	-

To Worksheet B

The adjustments on this worksheet result only from program regulations. The following are typical adjustments:

1. Eliminate Non Program Costs
2. Miscellaneous Adjustments

Attach copies of documentation used to compute these adjustments and reference to the corresponding line.

Mode & SF Summary - Sch E

Santa Clara County Mental Health
Medi-Cal/Short-Doyle Cost Report
FYE 6/30/98

E

Mode and Service Function Summary:

Legal Entity Name: Enter Name Here
 Legal Entity No.: Enter Legal Entity Number Here

Mode 5 - Inpatient Hospital Services

Description	Mode	Service Function	Total Cost	Total Units	Total Charge Per Unit	Neg Rate Per Unit	Cost Per Unit
Enter	Enter	Enter	Enter	Enter	Enter	Enter	
Total For Mode 5							

Mode 5 - Other 24hr Services

Description	Mode	Service Function	Total Cost	Total Units	Total Charge Per Unit	Neg Rate Per Unit	Cost Per Unit
Enter	Enter	Enter	Enter	Enter	Enter	Enter	
Total For Mode 5							

Mode 10 - Day Services

Description	Mode	Service Function	Total Cost	Total Units	Total Charge Per Unit	Neg Rate Per Unit	Cost Per Unit
Enter	Enter	Enter	Enter	Enter	Enter	Enter	
Total For Mode 10							

Mode & SF Summary - Sch E

Santa Clara County Mental Health
Medi-Cal/Short-Doyle Cost Report
FYE 6/30/98

E

Mode and Service Function Summary:

Legal Entity Name: Enter Name Here
 Legal Entity No.: Enter Legal Entity Number Here

Mode 15 - Outpatient Services

Description	Mode	Service Function	Total Cost	Total Units	Total Charge Per Unit	Neg Rate Per Unit	Cost Per Unit
Enter	Enter	Enter	Enter	Enter	Enter	Enter	
Total For Mode 15							

Mode 45 - Outreach Services

Description	Mode	Service Function	Total Cost	Total Units	Total Charge Per Unit	Neg Rate Per Unit	Cost Per Unit
Enter	Enter	Enter	Enter	Enter	Enter	Enter	
Total For Mode 45							

Mode 55 - Medi-Cal Administrative Services

Description	Mode	Service Function	Total Cost	Total Units	Total Charge Per Unit	Neg Rate Per Unit	Cost Per Unit
Enter	Enter	Enter	Enter	Enter	Enter	Enter	
Total For Mode 55							

Mode & SF Summary - Sch E

**Santa Clara County Mental Health
Medi-Cal/Short-Doyle Cost Report
FYE 6/30/98**

E

Mode and Service Function Summary:

Legal Entity Name: Enter Name Here
 Legal Entity No.: Enter Legal Entity Number Here

Mode 60 - Support Services

<i>Description</i>	<i>Mode</i>	<i>Service Function</i>	<i>Total Cost</i>	<i>Total Units</i>	<i>Total Charge Per Unit</i>	<i>Neg Rate Per Unit</i>	<i>Cost Per Unit</i>
Enter	Enter	Enter	Enter	Enter	Enter	Enter	
Total For Mode 60							

Grand Total - Total All Modes

 Worksheet B

OK

Enter Name Here
Expense Worksheet
FYE 6/30/98

Description	Expense Per Trial Balance	Allocated Overhead	Medi-Cal Adjustments	Other Adjustment	Total Cost
					-
					-
					-
					-
					-
					-
Total	-	-	-	-	-

Enter Name Here
Expense Worksheet
FYE 6/30/98

Mode / Service Function	Total Units	Charge Per Unit	Relative Value	Allocated Cost
			-	
			-	
			-	
			-	
			-	
Total	-		-	-

Santa Clara County Mental Health
Medi-Cal/Short-Doyle Cost Report
FYE 6/30/98

F

Medi-Cal Share of Cost Payments Summary:

Legal Entity Name: Enter Name Here
Legal Entity No.: Enter Legal Entity Number Here

Report Payments Collected From Patients or Other Insurance For Medi-Cal Units Only.

Mode Patient Payments Other Ins. Pmt Medicare Pmts.

Enter	Enter	Enter	Enter
Total	-	-	-

Cost Allocation

Santa Clara County Mental Health
Medi-Cal/Short-Doyle Cost Report
FYE 6/30/98

Cost Allocation Description:

Legal Entity Name: Enter Name Here
Legal Entity No.: Enter Legal Entity Number Here

Method Used To Assign Costs To Mode and Service Functions

- 1 Relative Value Units Method
- 2 Time Study
- 3 Direct Assignment in general ledger
- 4 Other (Describe below)

Attach copies of worksheets used to allocate costs to mode and service functions

PERSONNEL ACTION REQUEST FORM **CONTRACT AGENCIES - (PARCA)**

To: Mental Health Administration
 645 South Bascom Avenue
 San Jose, Ca 95128

From: _____
 Contact Person

Agency: _____

Telephone #: _____

Fax #: _____

Today's Date: _____

Effective Date: _____

Purpose for PARCA: ☐ New Hire ☐ Leaving Agency ☐ Status Change (Indicate change only)

Staff Name: _____

Staff ID #: _____

Sex: ☐ Male ☐ Female Birthdate: _____

SSN #: _____

Index Code (4-digits; Where staff's time is billed, i.e. F&C, Adult, O/A, etc.): _____

Ethnicity: ☐ White ☐ African American ☐ Native American ☐ Mexican American/Chicano
☐ Latin American ☐ Other Spanish ☐ Chinese ☐ Vietnamese ☐ Laotian
☐ Cambodian ☐ Japanese ☐ Filipino ☐ Other-Asian ☐ Other Non-White

Position Title: _____ (i.e. Psychiatrist, Psychiatric Social Worker, MFCC)

Credential(s): ☐ M.D. ☐ DEA Registration ☐ Clinical Psychologist ☐ LCSW ☐ MFCC
☐ R.N. ☐ LPT ☐ LVN ☐ OTR ☐ RT ☐ BBSE Registration ☐ Paraprofessional

License/Registration #: _____ Expiration Date: _____
 write n/a if no license

Last Date Will Work/Worked: _____

Languages: _____ Certified Bilingual: _____

Primary Reporting Unit(s) & FTE for each RU (a provider can be assigned to multiple units such as .5 FTE in outpatient, .25 day treatment & .25 residential, *do not include temporary assignments as a result of vacation/illness coverage*):

RU #	FTE	RU #	FTE	RU #	FTE

Additional Information: _____

PARAPROFESSIONAL EMPLOYEE STATUS AND MHRS REQUEST

NAME: _____

DEGREE:

- ☐ Ph.D. in _____
- ☐ Master's in _____
- ☐ Bachelor's in _____
- ☐ Associate's in _____
- ☐ None

Years experience in a Mental Health field: _____
(Provide a work history, from month/year to month/year)

Mental Health related: *If holder of a degree, submit copy with this form.*