

AMENDMENT TO THE AGREEMENT WITH
YMCA OF SAN FRANCISCO: PENINSULA FAMILY BRANCH,
DBA NORTH PENINSULA FAMILY ALTERNATIVES

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and YMCA OF SAN FRANCISCO: PENINSULA FAMILY BRANCH, DBA NORTH PENINSULA FAMILY ALTERNATIVES, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, on September 25, 2001, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS (\$555,586) for the contract term.”

“4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or

(B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (E) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

SCHEDULE A

SERVICES

"I. JUVENILE SEXUAL RESPONSIBILITY PROGRAM

Contractor shall provide the following services to boys (and their families) who have been referred due to the youth's sexual offense. Boys fourteen to seventeen years old who reside in San Mateo County are eligible for services. All program activities shall be available in both English and Spanish.

A. Provide services for approximately thirty to thirty-five (30-35) boys and their families per year. Ongoing services shall include:

1. Assessment and referral
2. Specialized group therapy for the juveniles

3. Psychoeducational parent groups
 4. Multi-family therapy groups
 5. Family therapy
 6. Case management
 7. Crisis intervention and referral
 8. Referral to other community support services as appropriate, and follow-up
- B. Provide a total of sixty thousand (60,000) minutes of service.
- C. Contractor shall meet with County's Mental Health Services Division's Child and Youth System of Care Management on at least a bimonthly basis to review service plans and to authorize continued services.
- D. Contractor shall participate in state mandated evaluation activities.”

“IV. GOALS AND OBJECTIVES FISCAL YEARS 2002-2004

A. Juvenile Sexual Responsibility Program

Goal 1: Contractor shall achieve low recidivism for sexually-related offenses.

Objective 1: At least ninety percent (95%) of youth served shall not re-offend during the time between four (4) months after admission and two (2) years after completing the program (a re-offense is defined by behavior that required at least a police or a Child Protective Services report regarding a sex offense).

Goal 2: Contractor shall maintain youth served at least restrictive level of care.

Objective 1: At least ninety percent (90%) of youth served for at least four (4) months shall be maintained at current level of residential care or moved to less restrictive level of care.

Goal 3: Contractor shall make available family therapy services.

Objective 1: At least fifteen percent (15%) of all families shall comply with family therapy as part of the youth's treatment.

B. Mental Health Services (Authorized by MHP)

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

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

Goal 2: All clients receiving at least three (3) treatment services will be administered a satisfaction survey provided by the MHP.

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

All Programs

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

Objective 1: Contractor shall provide documentation of a minimum of four (4) hours of training for staff regarding a cultural competence theme.

Objective 2: Contractor shall provide documentation that demonstrates that twenty percent (20%) of monthly staff consultation time focuses on cultural diversity factors.

Goal 2: Contractor shall develop a family professional partnership.

Objective 1: Contractor shall provide documentation of a family-professional partnership activity- through signed treatment plans and attendance at parent groups."

SCHEDULE B

PAYMENTS

Sections I and III of the original agreement are hereby replaced by the following:

“I. JUVENILE SEXUAL RESPONSIBILITY PROGRAM

A. Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FIVE HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS (\$555,586) for services provided under Schedule A, Section I, of this Agreement for the period of July 1, 2001 through June 30, 2004.

1. For contract year July 1, 2001 through June 30, 2002, County shall pay Contractor at a rate of ONE DOLLAR FORTY-SEVEN CENTS (\$1.47) per minute of service, not to exceed one hundred fifteen thousand four hundred and fifty-nine (115,459) total minutes. In no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED SIXTY-NINE THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$169,726).
2. For Fiscal Year 2002-03 and Fiscal Year 2003-04, County shall pay Contractor at a rate of ONE DOLLAR AND THIRTY-FOUR CENTS (\$1.34) per minute of service, not to exceed sixty thousand (60,000) total minutes. In no event shall County pay or be obligated to pay Contractor more than the sum of EIGHTY THOUSAND FOUR HUNDRED DOLLARS (\$80,430) each year.”

“III. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS (\$555,586).”

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

COUNTY OF SAN MATEO

YMCA OF SAN FRANCISCO:
PENINSULA FAMILY BRANCH, DBA
NORTH PENINSULA FAMILY
ALTERNATIVES

By: _____
Rose Jacobs Gibson, President
Board of Supervisors, San Mateo County

By: Marta Bolinger
Meluh

Date: _____

Date: Feb 6, 2003

ATTEST:

By: _____
Clerk of Said Board

Date: _____

Health Services Agency

Health Insurance Portability and Accountability Act (HIPAA)

Business Associate (BA) Agreement Determination Check List

Agency: Northern Peninsula Family Alternatives

1. (a) Does the County disclose individually identified health information to the Contractor?
 Yes (If Yes, go to question 2) No (If No, go to 1 (b))
- (b) Does the Contractor use individually identified health information of County clients in the process of providing services for the County?
 Yes (If Yes, go to question 2) No (If both 1 (a) and 1 (b) are No, Contractor is not a BA)
2. Does the Contractor use the identifiable health information *ONLY* to provide direct physical/mental health care or treatment to clients of the County?
 Yes (Business Associate agreement not required)
 No (If No, complete question 3. Contractor is a Business Associate)
3. Please specify services provided by Contractor.

Division Director Approval

Gale Baballe

Date: 2/27/03

If Contractor uses identifiable health information for any services other than direct physical/mental health care or treatment to clients of the County, Business Associate agreement is required. Further questions regarding the need for a Business Associate agreement should be directed to the HIPAA Privacy Officer and/or County Counsel.

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health Division
 SUBJECT: North Peninsula Family alternatives
 FILE NAME: SVSMCHSAIC/HEALTH CONTRACTS/
 CONTENT SERVICES NUMBER: _____
 PROGRAM MANAGER: Debbie Torres
 CONTRACT ADMINISTRATOR: Carol J. Jurek

1. Review by Division Director
 Comments: TB DT 1/14/03
 TB SK 1/17/02 1/14/03

 Initials-Date
2. Review by Division Fiscal Officer
 Comments: TB JEW 1/16/03

 Initials-Date
3. Review by Risk Management
 Comments: TB PM 1/16/03

 Initials-Date
4. Review by County Counsel
 Comments: TB PF 1/27/03

 Initials-Date
4. Copies of agreement and resolution made by division

 Initials-Date
5. Review by Health Services Administration Analyst
 Comments:

 Initials-Date
6. Review by Health Services Administration Deputy Director
 Comments:

 Initials-Date
7. ATR Approval by Finance Director

 Initials-Date
8. Review and Signature by Margaret Taylor
 Comments:

 Initials-Date

Date Received by Health Services Administration: _____

Date sent to County Manager: _____

BOARD AGENDA ROUTING SLIP

DIVISION: Mental Health Division
 SUBJECT: North Peninsula Family alternatives
 FILE NAME: SVSMCHSAIC/HEALTH CONTRACTS/
 CONTENT SERVICES NUMBER: _____
 PROGRAM MANAGER: Debbie Torres
 CONTRACT ADMINISTRATOR: Caryl Jaufull

1. Review by Division Director
 Comments: Tb DT 1/14/03
Tb SK 1/17/02 _____
 Initials-Date
2. Review by Division Fiscal Officer
 Comments: Tb JCW 1/16/03 _____
 Initials-Date
3. Review by Risk Management
 Comments: Tb pm 1/16/03 phm 1-16-03 _____
 Initials-Date
4. Review by County Counsel
 Comments: _____
 Initials-Date
4. Copies of agreement and resolution made by
 division _____
 Initials-Date
5. Review by Health Services Administration Analyst
 Comments: _____
 Initials-Date
6. Review by Health Services Administration
 Deputy Director
 Comments: _____
 Initials-Date
7. ATR Approval by Finance Director

 Initials-Date
8. Review and Signature by Margaret Taylor
 Comments: _____
 Initials-Date

Date Received by Health Services Administration: _____
 Date sent to County Manager: _____

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: January 16, 2003

TO: Priscilla Morse, Risk Management/Insurance Division

FROM: Caryl Falfull, Mental Health Services/PONY #MLH 322

CONTRACTOR: North Peninsula Family Alternatives

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC):

COVERAGE:

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

APPROVE 

WAIVE _____

MODIFY _____

REMARKS/COMMENTS:


SIGNATURE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/09/02

PRODUCER
Summit Global Partners
Insurance Services, Inc. #0D25347
100 Pine Street, Suite 2200
San Francisco, CA 94111-5222

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

INSURERS AFFORDING COVERAGE

INSURED
YMCA of San Francisco
Attn: Linda Griffith, Risk Manager
631 Howard Street, Suite 500
San Francisco, CA 94105

INSURER A: **Safeguard Insurance Co.**
INSURER B: **Royal Insurance Company of America**
INSURER C: **Travelers Indemnity of IL**
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	SP275684	07/01/02	07/01/03	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	ST259992	07/01/02	07/01/03	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
B	EXCESS LIABILITY	P2HA206770	07/01/02	07/01/03	EACH OCCURRENCE	\$20,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$20,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TC2JUB419J573802	10/01/02	07/01/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	OTHER EMP. THEFT	SP275684	07/01/02	07/01/03	\$300,000 BLANKET	

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

Certificate holder is named as additional insured as respects negligent acts or omissions of named insured in connection with North Peninsula Family Alternatives Center (Juvenile Sexual Responsibility Mental Health Managed Care Counseling) per endorsement CG2026 1185 attached.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

County of San Mateo Department
of Mental Health Services
225 West 37th Avenue
San Mateo, CA 94403

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

AUTHORIZED REPRESENTATIVE

[Signature]