

**AMENDMENT TO FLAT RATE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO
AND YOUTH AND FAMILY ENRICHMENT SERVICES
FOR ALCOHOL AND DRUG SERVICES**

THIS AMENDMENT is entered into this _____ day of _____,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and YOUTH AND FAMILY ENRICHMENT SERVICES, hereinafter
called "Contractor";

W I T N E S S E T H:

WHEREAS, on July 27, 2004, the parties hereto entered into a Flat Rate Agreement for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

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

NOW, THEREFORE, the Agreement is hereby amended to read as follows

1. Section 1: **Exhibits and Attachments** is hereby amended to read as follows:

The following Exhibits and Attachments are attached hereto and incorporated by reference herein:

- | | |
|-------------|---|
| Exhibit A-1 | Children and Family Services and CalWORKS Funded Alcohol and Drug Treatment Services and Rates of Payment |
| Exhibit B: | State Aid Public Safety and County Funded North County Drop-Off Center Services and Rates of Payment |
| Exhibit C: | NNA Funded Alcohol and Drug Prevention Services and Rates of Payment |
| Exhibit D: | Nonreimbursable Services |
| Exhibit E: | NNA Funded Alcohol and Drug Treatment Services and Rates of Payment |
| Exhibit F: | County Funded Alcohol and Drug Treatment Services Rates of Payment |
| Exhibit G: | Outcome Based Management (OBM) and Budgeting Responsibilities |

| | |
|-----------------|---|
| Attachment 1: | Compliance with Section 504 |
| Attachment 2: | Fingerprinting Compliance |
| Attachment 3: | HIV/AIDS Services |
| Attachment 4: | Payment Procedures |
| Attachment 5-1: | Monitoring Procedures |
| Attachment 6: | Program Specific Requirements |
| Attachment 7: | Equal Benefits Compliance |
| Attachment 8: | Additional State Negotiated Net Amount (NNA)Requirements |

2. Exhibit A is hereby deleted and replaced in its entirety by the Exhibit A-1 attached hereto.
3. Attachment 5 is hereby deleted and replaced in its entirety by the Attachment 5-1 attached hereto.
4. Section 3.A. Payment is hereby amended to read as follows:

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibits, the amount that County shall pay for services rendered under this Agreement shall not exceed **NINE HUNDRED NINE THOUSAND THREE HUNDRED EIGHTY NINE DOLLARS (\$909,389)** for the contract term.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Flat Rate Agreement between the parties dated July 27, 2004 is amended as set forth herein.
2. The Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement unless expressly deleted, modified, or otherwise superseded in this Amendment shall continue to be binding on all parties hereto.

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

COUNTY OF SAN MATEO

By: _____

Richard S. Gordon
President, Board of Supervisors, San Mateo
County


Date: _____

ATTEST:

Clerk of Said Board

Date: _____

YOUTH AND FAMILY ENRICHMENT SERVICES

 EXECUTIVE DIRECTOR

Name, Title - Print

Robert Rybicki

EXHIBIT A (Flat Rate Agreement)(Revision 1)
**Children and Family's Services and CalWORKs Mental Health and
Substance Abuse Allocation Funded
Women, Day Treatment Services and Rates of Payment
YOUTH AND FAMILY ENRICHMENT SERVICES
July 1, 2004 through June 30, 2005**

Contractor will provide the following women's day treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will participate on the Day Treatment Center Multidisciplinary Steering Committee and the Human Services Agency's Family Self Sufficiency Teams (FSSTs) to assure ongoing planning, coordination and services which address the needs of the target population. All payments under this Agreement must directly support services specified in this Agreement.

I. CHILDREN AND FAMILY SERVICES (C&FS) AND CalWORKs WOMEN'S DAY TREATMENT SERVICES

Contractor's C&FS and CalWORKs Women's day treatment program known as the "Women's Enrichment Center" will comply with all State and Federal policies and guidelines as they pertain to the program. Contractor's program will include the following services:

- A. C&FS and CalWORKs Women's Day Treatment Units of Service:
Admit to Contractor's C&FS and CalWORKs Women's Enrichment Center program a minimum of forty two (42) women program participants who are CalWORKs recipients, and eighteen (18) program participants who are C&FS program participants. Provide a total of two thousand one hundred twenty five (2,125) treatment visit days for CalWORKs recipients, and seven hundred eighty eight (788) for C&FS program participants. In order to be eligible for these services, program participants must be referred through C&FS or CalWORKs assessment processes due to mental health and/or substance abuse treatment needs.

- B. C&FS and CalWORKs Women's Treatment Services:
Provide women's day treatment services through the Women's Enrichment Center at Contractor's program site.
 - 1. Provide an intensive day treatment program for women referred through the C&FS and CalWORKs assessment processes due to mental health and/or substance abuse treatment needs. The intensive day treatment program will include:

- a. Intake, assessment (using the Addiction Severity Index [ASI]), case management, linkage to supportive services, and follow-up at 3 months and 9 months after intake for each program participant.
- b. Provide a ten (10) week basic program to four (4) consecutive groups of women program participants. Provide the program a total of twenty three (23) to twenty six (26) hours per week, services shall be five (5) days a week for a total of forty (40) weeks. Each ten (10) week basic program will include:
 - 1) Treatment groups co-facilitated by mental health and substance abuse professionals. Treatment groups include:
 - a) substance abuse treatment;
 - b) emotional regulation and skill building;
 - c) emotional process;
 - d) relapse prevention, cravings management; and
 - e) aftercare/case management
 - 2) Psycho-educational groups include:
 - a) parenting;
 - b) substance abuse and the family;
 - c) substance abuse education;
 - d) HIV/AIDS education;
 - e) life skills training;
 - f) domestic violence and trauma education;
 - g) self care, stress reduction and wellness; and
 - h) nutrition education
 - 3) Individual therapy

2. Case Management and Supportive Services:

Provide case management and other supportive services to individuals participating in the intensive day treatment program, including those individuals who have completed the eight week basic program described in Section B.1. of Exhibit A:

a. Case Management:

Contractor's staff will assist program participants directly with making contacts and obtaining appropriate services in the community. Contractor's linkage specialist will work

collaboratively with Family Self Sufficiency Teams (FSST) and other Human Services Agency resources on behalf of program participants.

b. Supportive Services:

Supportive services will include:

- 1) transportation to and from basic program services for program participants; and
- 2) childcare for children of individuals participating in program activities.

c. Aftercare Services:

Aftercare services will include:

- 1) follow up phone contact weekly for six (6) weeks following completion of the program;
- 2) individual therapy will continue one (1) hour per week until new therapy services are established;
- 3) weekly aftercare support groups for eight (8) weeks following completion of treatment services; and
- 4) referral and linkages to needed services (including housing, child care, etc.).

II. CalWORKs WOMEN'S DAY TREATMENT SERVICES RATES OF PAYMENT

In full consideration of services provided by Contractor, the maximum contract obligation for CalWORKs Women's Day Treatment Services contained in this Exhibit is THREE HUNDRED SEVENTY TWO THOUSAND TWENTY-FIVE DOLLARS (\$372,025) for the term of the Agreement. Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is THIRTY ONE THOUSAND TWO DOLLARS AND EIGHT CENTS (\$31,002.08).

- A. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
- B. The visit day rate of payment is determined by dividing the maximum contract obligation by the contracted number of visit days ($\$372,025$ divided by $2,125 = \$175.07$ per visit day).

III. CHILDREN AND FAMILY SERVICES FUNDED WOMEN'S INTENSIVE DAY TREATMENT SERVICES

In full consideration of services provided by Contractor, the maximum contract obligation for Children and Family Services funded women's Intensive day treatment services contained in this Exhibit is ONE HUNDRED THIRTY EIGHT THOUSAND (\$138,000) for the term of the Agreement. Consistent with the

payment methodology set forth in Attachment 4, the monthly rate of payment is ELEVEN THOUSAND FIVE DOLLARS (\$11,500).

- A. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
- B. The visit day rate of payment is determined by dividing the maximum contract obligation by the contracted number of visit days ($\$138,000$ divided by $788 = \$175.12$ per visit day).

ATTACHMENT 5(Revision 1)
(Flat Rate Agreement)
Monitoring Procedures
YOUTH AND FAMILY ENRICHMENT SERVICES
July 1, 2004 through June 30, 2005

I. Contractor's Responsibilities

A. Reporting Requirements for Alcohol and Drug Treatment Services

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits. Submit report within ten (10) calendar days after the end of each month.
2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to the California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
 - a. If the mid-year report due January 31, 2005 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Administrator or her designee.

B. Reporting Requirements for Alcohol and Drug Prevention Services

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided. Submit reports within ten (10) calendar days after the end of each month.
2. Submit the quarterly PADS report, which is a quarterly compilation of demographic information reflected on the monthly PADS reports, to the County within ten (10) calendar days after the end of each quarter as specified by the County.
3. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
5. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator or her designee.
6. Submit to Alcohol and Drug Services Client and Expense report related to Children and Family Services and CalWORKs Mental Health and Substance Abuse Allocation as requested.

II. County's Responsibilities

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
1. monthly reports;
 2. financial reports such as annual budgets, cost allocation plans, and cost reports;
 3. quarterly Expenses, Revenues and Units of Service reports;
 4. quarterly narrative reports;
 5. outcome data/reports; and

6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
1. Review all pertinent participant records.
 2. Conduct appropriate interviews/discussions with participants served by Contractor.
 3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
 4. Meet with appropriate program management and operations staff.
 5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
 - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
 6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

**SAN MATEO COUNTY
MEMORANDUM**

DATE: 9/16/04

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM: Ali Shirkhani, Human Services Contracts Team
FAX: (650) 596-3478 PONY: HSA210

SUBJECT: Contract Insurance Approval

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

CONTRACTOR NAME: Youth & Family Enrichment Services

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: More than one

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Alcohol and drug treatment services

The following will be completed by Risk Management:

| INSURANCE COVERAGE: | Amount | Approve | Waive | Modify |
|---------------------------------|------------------|-------------------------------------|-------------------------------------|--------------------------|
| Comprehensive General Liability | \$ <u>1m</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Motor Vehicle Liability | \$ _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Professional Liability | \$ _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Workers' Compensation | <u>statutory</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

REMARKS/COMMENTS: Updated Certificate

Priscilla Morse 9-16-04
Risk Management Signature Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID J5
YOUTH-5

DATE (MM/DD/YYYY)
11/16/04

| | | |
|--|---|-------------------------------|
| PRODUCER (PA) Heffernan Insurance Brkrs 1804 Embarcadero Road, #201 Palo Alto CA 94303 ne: 650-842-5200 Fax: 650-842-5201 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Youth & Family Enrichment Services, Inc. 610 Elm Street #212 San Carlos CA 94070 | INSURER A: | NONPROFITS INSURANCE ALLIANCE |
| | INSURER B: | Alia North American Ins. Co. |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------------------|--|----------------|----------------------------------|-----------------------------------|---|------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Misconduct GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 200314280NPO | 11/11/04 | 11/11/05 | EACH OCCURRENCE | \$ 1000000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | \$ 1000000 | |
| | MED EXP (Any one person) | | | | \$ 10000 | |
| | PERSONAL & ADV INJURY | | | | \$ 1000000 | |
| | | | | | GENERAL AGGREGATE | \$ 2000000 |
| | | | | | PRODUCTS - COMP/OP AGG | \$ 2000000 |
| | | | | | Emp Ben. | 1000000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | 200314280NPO | 11/11/04 | 11/11/05 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1000000 |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | AGG | \$ |
| A | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000 | Q1200414280UMB | 11/05/04 | 11/05/05 | EACH OCCURRENCE | \$ 1000000 |
| | | | | | AGGREGATE | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | WC1002729 | 07/01/04 | 07/01/05 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER |
| | | | | | E.L. EACH ACCIDENT | \$ 1000000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1000000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1000000 |
| A | OTHER Soc Serv D&O Incl EPLI | 200414280D0 | 11/11/04 | 11/11/05 | Ea Occur | 1000000 |
| | | | | | No dedt | |

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

Certificate Holder is named as Additional Insured with respect to services provided by the Named Insured. *10 Day Notice of Cancellation for non payment of premium.

CERTIFICATE HOLDER

SANM104

San Mateo County
HSA-Alcohol & Drug
400 Harbor Blvd
Belmont CA 94002

CANCELLATION

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

AUTHORIZED REPRESENTATIVE