

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

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

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing community-based prevention services.

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

1. Exhibits and Attachments

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

- Exhibit A—Program/Project Description
- Exhibit B—Payment Schedule
- Exhibit C— Program Monitoring
- Exhibit D – Fingerprinting Certification Form
- Exhibit E– 504 Compliance
- Exhibit F– Contractor’s Declaration Form

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A, and pursuant to the performance standards set forth in Exhibit “C”.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," and pursuant to the performance standards set forth in Exhibit “C”, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County’s total fiscal obligation under this Agreement exceed **ONE MILLION ONE HUNDRED TWENTY SIX THOUSAND ONE HUNDRED SEVENTY THREE DOLLARS, (\$1,126,173).**

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2007 through June 30, 2009.**

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

To the extent permitted by law, and as authorized by Government Code section 895.4, the Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees from and against all claims, damages, losses and expenses arising out of, resulting from or in any manner related to any work performed or services provided pursuant to this Agreement, to and including sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, and all federal regulations promulgated thereunder, as amended.

Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify a party indemnified hereunder from any claim arising from the sole negligence or willful misconduct of the party to be indemnified.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

12. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

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

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

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

Renee Smiley, Director, Children and Family Services Agency
County of San Mateo Human Services Agency
400 Harbor Boulevard, Building B
Belmont, CA 94002

In the case of Contractor, to:

Pete Nannarone, Interim Executive Director
Youth and Family Enrichment Services
610 Elm Street, Suite 212
San Carlos, CA 94070

16. A. Contractor's Outcome Based Management Responsibilities:

Contractor will engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- a. Attending planning and informational meetings;
- b. Developing program performance and outcome measurements;
- c. Collecting and submitting data necessary to fulfill measurement requirements;
- d. Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements; and
- e. Participating in a review of performance and outcome information;
- f. Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

B. Human Services Agency's Outcome Based Management Responsibilities:

- a. Provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- b. Issue and review OBM Implementation Guidelines.
- c. Conduct review of performance and outcome information.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Pete Nannarone, Interim Executive Director
Youth and Family Enrichment Services

Contractor's Signature

Date: _____

**PROGRAM DESCRIPTION
YOUTH AND FAMILY ENRICHMENT SERVICES
July 1, 2007 through June 30, 2009**

Contractor will provide contracted services at mutually agreed upon locations in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services:

I. YOUR HOUSE RESIDENTIAL SERVICES

1. Residential Services

Provide family and individual counseling services, shelter, health care information, substance abuse support and general support services to youth in assisting them toward family reunification.

- a. Provide residential services to ninety (90) youths including residential emergency overnights.
 - With parental permission, provide a residential day of up to thirty (30) days for each youth. Extensions, not to exceed a total residential stay of forty-five (45) days, may be provided with the approval of the Contractor's Program Manager, or their representative, and the Human Services Adolescent Services Manager.
 - Arrange to return the youth home, or find other suitable living arrangements.
 - Provide family counseling during the residential stay and after reunification.
- b. Provide face-to-face, one-time crisis intervention services to one hundred (100) individuals.
- c. Respond to five hundred (500) crisis phone calls.
- d. Provide long-term stable placements for four (4) placements for San Mateo County dependents.

2. Outreach

Provide outreach contact with youth and other service providers across San Mateo County about youth services available within the community including shelter, health care, substance abuse, and general support services.

- a. Provide a total of two thousand five hundred (2,500) street-based, mailing, and community outreach contacts with youth and other service providers in San Mateo County.

- b. Report on existing data on the number of street-based and community outreach contacts with youth in San Mateo County who are emancipated foster care youth.

II. CRISIS INTERVENTION SUICIDE PREVENTION SERVICES

Contractor will provide crisis information, counseling and referral services program at a mutually agreed upon location(s) in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services:

1. Training Services

- a. Maintain a minimum of five (5) Youth Intervention Team members. Team members will be post-master interns, trainee counselors and/or trained crisis workers/volunteers and will receive regular supervision by Contractor's Program Manager.
- b. Provide thirty (30) hours of training to Youth Intervention Team members. Training will include youth suicide issues, suicide risk assessment, and youth crisis intervention.
- c. Provide one hundred fifty (150) one (1) hour education presentations to elementary, middle and high school students in their health/safety education classes. The education presentations will reach four thousand (4,000) students. Program facilitators will be Youth Intervention Team members. The program will include:
 - Self-esteem
 - Coping/decision making skills
 - Alcohol and drug issues
 - Depression/suicide warning signs
 - How to access help
 - Appropriate follow-up/support as needed
- d. Provide an on-call counselor from the Youth Intervention Team during school hours. Provide one hundred (100) crisis outreach responses countywide, to assist youth in crisis.
 - Respond appropriately to each crisis outreach call as assessed by Contractor's Program Manager, or their representative.
 - Response may include telephone counseling, in person individual or group counseling, school intervention, intervention and/or transition to Psychiatric Emergency Services or the Mental Health Youth Case Management Team.
- e. Youth Intervention Team members will provide up to three (3) telephone or in-person follow-up sessions for crisis outreach calls. Provide one hundred (100) follow-up sessions in total with youth that have received crisis outreach response services.

- f. Provide on average one (1) follow-up session, as appropriate, to support people related to each crisis outreach call, one hundred (100) annually. Support people may include, but are not limited to, teachers, staff from other agencies, hospitals personnel and family members/caretakers.
2. Crisis Counseling and Referral Services
- a. Maintain twenty-four (24) hour-a-day, seven (7) days-a-week crisis telephone counseling and referral services for potential suicide victims throughout San Mateo County.
- Potential suicide victims include those who are depressed, suicidal, and/or distressed.
 - Provide telephone counseling, web-based counseling and referral services to fifteen thousand, two hundred and fifty (15,250) callers. Fourteen thousand two hundred and fifty (14,250) will be from individuals over 18 years of age.
 - Telephone counseling and referral services will include direct and immediate intervention at the time of extreme emotional crisis.
 - Recruit new volunteers to answer the crisis counseling and referral line.
 - Training hours will include seven (7) hours of training to volunteers for Contractor's Crisis Line on how to respond to calls from youths in crisis and their families. Provide forty (40) hours of training to each of a minimum of thirty four (34) crisis counseling and referral service volunteers.
 - Keep a record of all calls received.
 - Develop a plan to increase the diversity of the populations served that may include developing any of the following:
 - A “language bank” of volunteer interpreters in the community.
 - Fliers and public service announcements in non-English languages.
 - Special recruitment efforts to attract more multi-cultural volunteers for the crisis line as well as for Contractor’s Board of Trustees.
 - Increased training of volunteers in sensitivity and awareness regarding multi-cultural issues in San Mateo County.
- b. Contractor will utilize web-based technology to provide additional means of access to Youth. On-line teen information will offer education, information, referral contacts and initial crisis intervention resources. Week-day evening “live chat rooms” will be maintained for youth experiencing crisis.
- Provide telephone counseling, web-based counseling and referral services to one thousand (1,000) individuals 18 years old and younger. These will include youth who call directly to a hotline or enter the “live chat room”.
 - Accept nine hundred (900) submitted questions to the web-page.
 - Provide educational and referral information on the web page, securing one hundred thousand (100,000) page hits annually.

III. EMANCIPATED FOSTER YOUTH OUTREACH AND AFTERCARE SERVICES

The target population of emancipated foster care youth will include youth 16-21 years of age. Contractor will identify and provide services to former foster youth who were 16 years of age and older at the time they exited placement.

1. Outreach

- Provide five hundred (500) contacts with youth 16-21 years of age. Contacts may be through mail, in person, or by telephone.
- Participate through ACAT (Adolescent Collaborative Action Team) on a monthly basis to provide outreach to other youth service providers
- Maintain periodic contact both with youth and service providers.
- Encourage providers to identify former foster youth in their programs.

2. Assessment of Youth

- Determine needs, issues, strengths and goals with youth.
- Establish steps and a written case plan to achieve goals, include completion of the Step-TILP (Transitional Independent Living Plan).

3. Develop and Coordinate Service Delivery Plans

- Identify needs to be met including public transportation, employment and training, health care, housing assistance (18 and older), support services and permanency connections.
- After care services will include education, crisis counseling, Medi-CAL assistance, legal assistance, emergency assistance, job placement, exploration of permanent connections, overall coordination of eligibility and payment for the foster youth stipend housing program.
- Make appropriate referrals and provide follow- up to determine referral effectiveness.
- Create new service delivery plans for forty (40) Emancipated Foster Youth annually. Secure resources identified in the service delivery plan.
- Develop safe and stable housing plan for each emancipating youth in coordination with the case manager and housing advocate.

4. Development and Maintain Case Files

- Maintain contact log with dates, purpose of contact, activity, agreement, instructions and outcomes.
- Obtain authorization on all expenses.
- Keep record of expenses and category in case.
- Maintain and monitor Foster Youth Housing Stipend Program.

5. Meet regularly with the County's Independent Living Program Coordinator to review program and identify youth needs and plan for use of resources.

6. Attend Independent Living Program (ILP) extended team meetings, Fostering the Future team meetings, emancipation conferences, ACAT and other meetings as agreed upon.
7. Participate in program development to meet the needs of former foster youth 18-24 years of age who have been emancipated from the foster care system.
8. Assist in establishing a baseline of information on the target population to be served.
9. Contractor will provide services to the targeted population by maintaining the required expertise and abilities:
 - Knowledge of adolescent development and foster youth issues.
 - Knowledge of transition to independence protocols
 - Knowledge of independent living skills, employment, housing, mental health, substance abuse, and education.
 - Experience working with adolescents.
 - Motivational skills
 - Outreach skills
 - Ability to educate the community about the former foster youth population
 - A strong permanency philosophy and practice
10. Provide participation, in leadership, and planning in family conferences regarding permanence and transition planning by:
 - Participating in emancipation conferences, with input from the youth regarding the significant adults in his/her life, including the ILP Coordinator, Children and Family Services Social Worker and others as specified by the youth, such as their attorney, foster family, teachers, ministers, friends or extended family.
 - Developing STEP- a transitional living plan in collaboration with the family conference team, Children and Family Services Social Worker/Case Manager will have final legal authority for transitional plan
 - Examining issues regarding permanence to insure that each youth exiting the system has a committed, caring adult to assist during the transition and after foster care has ended.
 - Supervising and advising any interns assisting in the process
 - Follow-up with team members on a quarterly basis to determine transition/permanence progress toward goals.

IV. TRANSITIONAL HOUSING PLACEMENT PROGRAM

1. Housing placement services will include housing search, negotiations with prospective landlords and placement of youth into leased units as youth are accepted into the program.
2. Provide housing establishment and maintenance costs such as unit deposits, first and last month's rent, telephone and utility installation, purchase of furniture, linen, cookware, dishes and small appliances.

3. Provide a Transitional Housing Placement Program Coordinator to provide case management services including close supervision, monitoring and follow up.
4. Conduct background checks on all employees assigned to the transitional housing placement program including age, criminal history and, drug and alcohol history.
5. Maintain 70% capacity in three (3) designated residential apartments (or 1533 residential care days annually).
6. Provide monitoring and independent living skill services such as the quality of the home environment, health and nutrition, education, budgeting, money management, work and social activities of youth placed in transitional housing.
7. Provide money management skill development services such as development of individualized financial responsibility plans, bank accounts, and scheduled budget sessions with individual youths in the program.
8. Coordinate case assessment with the County Independent Living Program and Human Services Agency staff.
9. Contractor will adhere to the State transitional housing plan for the Transitional Housing Placement Program.

V. DAYBREAK PROGRAM FOR HOMELESS YOUTH

Contractor will operate the Daybreak Program for Homeless Youth serving youth adolescents ages 16 through 20 years of age, at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Maximum length of stay in Daybreak shall not exceed eighteen (18) months without prior written approval of the Human Services Agency's Children and Family Services Director.

1. Program Services

- a. Provide assessment to a minimum of seventy (70) homeless youth. All youth who are not appropriate for admission to Daybreak will be provided with referrals to other social services.
- b. Develop individual case plans and service contracts for twenty (20) youths admitted in the transitional living component, ten (10) youths admitted in the shared housing or aftercare component.
- c. Provide a minimum of two thousand nine hundred twenty (2,920) days of residential care; seven hundred (700) hours of structured independent living skills training; and two thousand (2,000) hours of individual counseling and case management consultation.

EXHIBIT B

**PAYMENT SCHEDULE
YOUTH AND FAMILY ENRICHMENT SERVICES
July 1, 2007 through June 30, 2009**

PAYMENTS: County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Human Services Agency Director, or her designee. In no event will the total payment to Contractor under this Agreement exceed the maximum contract obligation specified in Paragraph 3 of this Agreement.

A. Following is a breakdown per service component on an annual basis:

Annual Funding Distribution	Fiscal Year 2007-08	Fiscal Year 2008-09
Your House Residential Services	\$259,187.00	\$266,963.00
Crisis Intervention Suicide Prevention Services	\$121,217.00	\$124,854.00
Emancipated Foster Youth Outreach and After Care Services	\$79,574.00	\$81,961.00
Transitional Housing Placement Program	\$56,837.00	\$58,542.00
Daybreak Program for Homeless Youth	\$37,950.00	\$39,088.00
TOTALS	\$554,765.00	\$571,408

B. County will pay Contractor monthly as follows for the period from July 1, 2007 through June 30, 2008.

Monthly Funding Distribution	Payments 7/07 through 5/08	Payment month of 6/08
Your House Residential Services	\$21,598.00	\$21,609.00
Crisis Intervention Suicide Prevention Services	\$10,101.00	\$10,106.00
Emancipated Foster Youth Outreach and After Care Services	\$6,631.00	\$6,633.00
Transitional Housing Placement Program	\$4,736.00	\$4,741.00
Daybreak Program for Homeless Youth	\$3,162.00	\$3,168.00
TOTALS	\$46,228.00	\$46,257.00

- C. County will pay Contractor monthly as follows for the period from July 1, 2008 through June 30, 2009.

Monthly Funding Distribution	Payments 7/08 through 5/09	Payment 6/09
Your House Residential Services	\$22,247	\$22,246
Crisis Intervention Suicide Prevention Services	\$10,404	\$10,410
Emancipated Foster Youth Outreach and After Care Services	\$6,830	\$6,831
Transitional Housing Placement Program	\$4,878	\$4,884
Daybreak Program for Homeless Youth	\$3,257	\$3,261
TOTALS	\$47,616	\$47,632

- D. In the event that Contractor provides less than all services specified in EXHIBIT A, County reserves the right to pay only for the actual services provided plus an additional ten percent (10%) of the maximum contract obligation specified in EXHIBIT B, TABLE A of the Agreement. The payment of the additional ten percent (10%) of the maximum contract obligation will compensate Contractor for maintaining the program on a continuous basis. County shall bear no other responsibility to compensate Contractor for that service. In no event will the total payments to Contractor under this Agreement exceed the maximum contractor obligation specified in EXHIBIT B, TABLE A for the Two Year Agreement.
- E. In the event that positions become vacant and left unfilled for more than 30 days, the contract amount will be reduced by the amount of salary not spent during the billing period.
- F. Final settlement payment for this Two-Year Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to EXHIBIT B, TABLE A, "Breakdown per service component on an annual basis", during the term of this Two-Year Agreement, July 1, 2007 through June 30, 2009. Actual net allowable costs will be determined by the final Year-End Cost Reports.
1. Contractor will submit to County two final Year-End Cost Reports no later than ninety (90) days after the end of FY 2007-08 (July 1, 2007 through June 30, 2008) and FY 2008-09 (July 1, 2008 through June 30, 2009).
 2. Contractor's final Year-End Cost Report may serve as Contractor's final budget revision upon approval from the Director of the Children and Family Services. Subject to Paragraph II.B. of Exhibit B, Contractor may transfer funds between personnel and operating expenses in the Final Year-End Cost Report.

G. County will pay Contractor upon Contractor's timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills in accordance with County billing format.

- County may withhold all or part of Contractor's total monthly payments if Contractor repeatedly does not submit on time any of the following satisfactorily completed documents, as directed by County. This applies regardless of the contract period from which data come or to which their data refers. County will inform Contractor in writing when County intends to withhold payment. County will release withheld payments to Contractor when County determines that Contractor has satisfactorily submitted all required documents.
 - a. Annual Budget Proposal
 - b. Cost Allocation Plan
 - c. Participant Fee Schedule
 - d. Quarterly Expenditure Reports
 - e. Monthly Units of Service Reports
 - f. Quarterly Activity Report
 - g. Quarterly Demographic Report
 - h. Monthly Hours of Staff Availability Reports
 - i. Six (6) Month Reports
 - j. Outcome Objectives Report
 - k. Final Year-End Cost Report

H. County may withhold all or part of Contractor's total payment if the Director of the Human Services Agency or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.

- a. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- b. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately upon County's written notice with justification to Contractor.

I. When County plans not to renew an Agreement in the following fiscal year or when County plans to terminate this Agreement early, County may withhold all or part of Contractor's final payment until:

- a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- b. Federal, state or county government completes any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.

- J. Services provided in excess of the maximum financial obligation of County will be solely at Contractor's risk and financial responsibility.
- K. If Contractor does not utilize the total contract revenue budgeted for one or more county-funded cost centers, Contractor may do one or more of the following:
 - a. Request authorization from County to apply excess revenue to the next Fiscal Year contract and to expand the excess revenue on services provided pursuant to a contract for services with County.
 - b. Request authorization from County to transfer the excess revenue over expenditures to other County-funded services specified in this contract.
 - c. Refund to County the excess revenue.

EXHIBIT C

**PROGRAM MONITORING
YOUTH AND FAMILY ENRICHMENT SERVICES
JULY 1, 2007 THROUGH JUNE 30, 2009**

I. Contractor's Responsibilities Reporting Requirements

1. Submit to County the Quarterly Activity Report describing delivery of services provided and the Quarterly Demographic Report. Submit reports within fifteen (15) business days after the end of each quarter as follows: Reports for Future Fiscal Years will be negotiated and reflected in a form of an Amendment.

Fiscal Year 2007- 2008 (July 1, 2007 through June 30, 2008)

<u>Qtr. Begins</u>	<u>Qtr. Ends</u>	<u>Report Due</u>
7/1/07	9/30/07	10/15/07
10/1/07	12/31/07	01/15/08
1/1/08	3/31/08	4/15/08
4/1/08	6/30/08	7/15/08

Fiscal Year 2008- 2009 (July 1, 2008 through June 30, 2009)

<u>Qtr. Begins</u>	<u>Qtr. Ends</u>	<u>Report Due</u>
7/1/08	9/30/08	10/15/08
10/1/08	12/31/08	1/15/09
1/1/09	3/31/09	4/15/09
4/1/09	6/30/09	7/15/09

2. Submit to County a Mid-Year and Year End Reports describing actual delivery of services provided and listing the current members of Contractor's governing Board. Explain any variations from expected service levels. Submit report on January 31, 2008 and July 31, 2008 for FY 2007-08 and January 31, 2009 and July 31, 2009 for FY 2008-09.
3. Submit to County outcome data on surveys provided by County staff. Survey data will be collected and submitted four times at each fiscal year during the term of this Agreement (Fall, 2007 and Spring, 2008 for FY 2007-08 and Fall, 2008 and Spring, 2009 for FY 2008-09)

B. Reporting Requirements – Your House Residential Services

The following objectives will be reached for Your House Residential Services:

a. Residential

Upon exit, 85% of youth will return home or be placed in a stable and supported living environment. Case records will be monitored quarterly to determine compliance with the above.

b. Bilingual Counselor

A bilingual counselor will provide culturally sensitive assessment, individual, group, and family counseling. Case records will indicate the number of sessions provided and the type (group, family and individual). One hundred percent (100%) of the youth receiving counseling will have a treatment plan developed and/or receive referrals for other general support services.

c. Outreach

Staff will provide outreach to seriously at risk youth. Counselors will make 2,500 street based, mailing and community outreach contacts to at risk youth to link with shelter, health care, substance abuse treatment and general support services. Monitoring will be based on staff records indicating the type of contact and tracking the numbers of contacts.

C. Projected Outcome Objectives – Crisis Intervention and Suicide Prevention Services

a. One hundred percent (100%) of individuals seeking crisis counseling and intervention will receive immediate counseling and referral to other services.

b. Seventy-five percent (75%) of youth participating in suicide intervention and prevention educational courses will score one hundred percent (100%) on suicide prevention post test.

c. Data for the above objectives will be collected through telephone logs, counselor notes, attendance rosters and educational surveys.

D. Projected Outcome Objectives – Emancipated Foster Youth Outreach and After Care Services: The following objectives will be tracked by the Emancipated Foster Youth Program:

a. Emancipated Foster Youth Program staff at YFES will document all efforts to locate former foster youth through countywide youth serving agencies. A quarterly report will indicate the number and type of contact made by staff.

b. For actual youth contacted case management and information will be provided. Each contact shall be recorded in case records and provided to HSA outlining the number and type of contact and service provided. In one year 500 contacts will be documented.

- c. An annual summary of services and contacts will be provided with a tracking system in place to provide clear ongoing data on the status of each youth contacted.

E. Projected Outcome Objectives – Transitional Housing Placement Program (THPP)

The following objectives will be tracked from the Transitional Housing Placement Program:

- a. Develop stable housing for foster youth. Maintain 70% capacity in designated residential apartments (or 1533 residential care days annually).
- b. All youth served will receive intensive case management services including employment, health, education, and mentoring services.
- c. On a quarterly basis case management records will be surveyed to determine that the above services have been initiated and monitored. At the end of one year a summary report will indicate the status of each youth in the program and his/her progress toward independence.

F. Projected Outcome Objectives – Daybreak

The following outcome objectives will be tracked upon the participant's exit from the shelter component:

- a. Thirty percent (30%) of the youth with individual case plans will complete a job-training program or secure a high school equivalency degree.
- b. Eighty percent (80%) of the youth with individual case plans will secure and maintain employment or maintain appropriate school enrollment.
- c. Sixty percent (60%) of the youth with individual case plans will transition to a positive living arrangement (independent living, return to family, or Job Corps).
- d. Eighty percent (80%) of the occupancy units will be filled through the term of the Agreement.

Three month Follow-up Survey

- a. Eighty percent (80%) of the survey respondents will report not having been homeless since their Daybreak stay.
- b. Sixty-five percent (65%) of the survey respondents will report that their current living situation has improved since their Daybreak stay.

EXHIBIT D

Fingerprinting Certification Form

**Youth and Family Enrichment Services
July 1, 2007 through June 30, 2009**

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

Name (Signature)

Title

Date

EXHIBIT E

(Required only from Contractors who provide services directly to the Public on the County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulations, and all guidelines and interpretations issued pursuant thereto.

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

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

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

Pete Nannarone, Interim Exective Director
Name of 504 Person

Youth and Family Enrichment Services
Contractor

610 Elm Street, Suite 212

San Carlos, CA 94070

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

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking it's services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in it's existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

EXHIBIT F

COUNTY OF SAN MATEO
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Youth and Family Enrichment Services	Phone:	650.591.9623
Contact Person:	Pete Nannarone	Fax:	650.591.9750
Address:	610 Elm Street, Suite 212 San Carlos, CA 94070		

II. EQUAL BENEFITS (check one or more boxes)

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

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

III. NON-DISCRIMINATION (check appropriate box)

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

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

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

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

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

Signature

Name

Date

Title