

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

THIS FIRST 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 December 4, 2007, the parties hereto under Resolution 069130 entered into an agreement, (the "Original Agreement"), for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

**WHEREAS**, it is now necessary and the mutual desire and intent of the parties hereto to amend the Original Agreement to incorporate Bay Area Network Services (BASN) in the amount of \$3,219; Co-occurring services in the amount of \$46,289; a Cost of Living Adjustment (COLA) in the amount of \$25,389; and County funded prevention services (The Children's Place) in the amount of \$100,000, for a new maximum obligation of \$1,422,923, with no change to the term, January 1, 2008 through June 30, 2009.

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

1. Section 3.A. Payments is hereby amended and restated in its entirety to read as follows:

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Attachments herein, the amount that County shall pay for services rendered under this First Amendment to the Original Agreement shall not exceed ONE MILLION FOUR HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS (\$1,422,923), for the contract term.

2. Exhibit A - Description of Services is hereby deleted in its entirety and replaced with Exhibit A1 - Description of Services, attached hereto.
3. Exhibit B - Payment and Monitoring Procedures, is hereby deleted in its entirety and replaced with Exhibit B1 - Payments and Rate of Payments, attached hereto.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THAT:**

1. The Original Flat Rate Agreement between the parties dated December 4, 2007, is amended as set forth herein.
2. This First 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 All provisions of the Original Agreement unless expressly deleted, modified, or otherwise superseded in this First Amendment shall continue to be binding on all parties hereto.

This First Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated December 4, 2007, and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this First Amendment shall not be effective unless set forth in a writing executed by both parties.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands to this First Amendment.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Adrienne Tissier, President,  
Board of Supervisors, San Mateo County

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

ATTEST:

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

**YOUTH AND FAMILY ENRICHMENT SERVICES**

Michael Garb, Chief Executive Officer  
\_\_\_\_\_

Name, Title

\_\_\_\_\_  
Signature

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

**EXHIBIT A1 – DESCRIPTION OF SERVICES**  
**Youth and Family Enrichment Services**

**I. Flat Rate Negotiated Rate Contract (NRC)**

Contractor will provide the following alcohol and drug treatment and recovery services at a mutually agreed upon location in San Mateo County. Payments under the Original Agreement and this First Amendment to the Original Agreement must directly support services specified in Exhibit A1. Contractor will give priority admission to San Mateo County residents.

Contractor will provide the following services to consumers, who meet Alcohol and Drug Services (AOD) treatment and recovery services criteria in the following priority populations and service modalities. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

**A. Priority Populations, Modalities, and Programs**

The base of the funds must be used to serve priority population consumers. Specifically:

1. 85% of annualized flat rate base funding must serve consumers from one or more of AOD's Priority Populations.
2. 15% of the flat rate base funding is discretionary.
3. 100% of the Strategic Directions 2010 funding in the amount of ONE HUNDRED SIXTEEN THOUSAND NINE HUNDRED SIXTY NINE (\$116,969) shall be used to fund services for consumers in the four priority populations as outlined in the Strategic Directions 2010.

**Units of Service January 1, 2008 – June 30, 2009**

Modalities / Priority Populations	Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
Outpatient / (Youth, Criminal Justice)	Individuals: Insights: 151 Glenwood: 18	# of SAH: 7,678
Day Treatment / (CalWORKs & CFS; Families with Children, Homeless, Criminal Justice )	Individuals: 93	# of Visit Days: 5,075

### Priority Population Funding: UOS Breakdown

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding / (Adolescent Outpatient)	6,543 (SAH)	5,568 (SAH)	85%	981 (SAH)	15%
Strategic Directions 2010 / (Adolescent Outpatient)	1,135 (SAH)	1,135 (SAH)	100%	0	0%
TOTAL Staff Available Hours (UOS)	7,678 (SAH)	6,697 (SAH)	87.22%	981 (SAH)	12.78%
Flat Rate Base Funding Units of Service (Day Treatment)	4,677 (VD)	3,975 (VD)	85%	702 (VD)	15%
Strategic Directions 2010 Units of Service (Day Treatment)	398 (VD)	398 (VD)	100%	0	0%
TOTAL Visit Days (UOS)	5,075 (VD)	4,373 (VD)	86.17%	702 (VD)	13.83%
Camp Glenwood (Adolescent)	857 (SAH)	857 (SAH)	100%	0 (SAH)	0%

### B. System-wide Improvements

Contractor is encouraged to use the Network for Improvement of Addiction Treatment (NIATx) process in the implementation of its Quality Improvement Plan. Contractor's quality improvement program shall be a continuous cycle, driven by data and involves input from staff and other stakeholders.

#### 1. Consumer Outcomes

- By March 30, 2008 Contractor will attend and participate in at least one performance and QI training provided by Alcohol and Other Drug Services (AOD).
- Following the training, Contractor will develop an action plan that focuses on at least one client outcome. The plan should:
  - Identify the specific problem.
  - Identify the root cause(s) of the problem.
  - Determine the data to measure future progress.
  - Design an implementation plan with milestones and timeline.
- Contractor is required to have a QI process in place and submit a description to AOD no later than June 30, 2008.
- Contractor will provide quarterly updates on the progress and outcomes of current QI plan.

#### 2. Alcohol and Drug Services Policy

- Contractor will implement Medication Policy, Narcotic Replacement Therapy Policy, and Relapse Policy by January 1, 2008.

### **3. Staffing**

Beginning January 1, 2008, Contractor will provide a staff roster and annual updates including progress toward meeting the Department of Alcohol and Drug staff certification requirements. Updates should include the following information for each staff person providing direct services:

- a. Hire date;
- b. Current degrees or certificates; and
- c. Progress towards certification and expected completion date.

### **4. Best Practices**

- a. Contractor will continue to utilize evidence-based practices as described in the proposal.
- b. Evidence Based Practices used at Insights at Daly City, RWC and Glenwood are:
  - 1) Motivational Interviewing presented by CSAT Tips.
  - 2) Thinking for a Change presented by Dr. Edward Latessa.
  - 3) Cognitive Behavioral Therapy Cannabis Youth Initiative presented by NIDA.
- c. Evidence Based Practices used at Women's Enrichment Center are:
  - 1) Seeking Safety presented by Dr. Lisa Najavits.
  - 2) Treating Trauma, Voices, A Women's Journey present by Dr. Stephanie Covington.
  - 3) Harm Reduction by Dr. Pat Denning.
  - 4) Motivational interviewing presented by CSAT Tips.

### **5. Consumer Input**

- a. Consumer will be involved in their treatment plans.
- b. Contractor will evaluate consumer feedback and utilize the NIATx process to improve quality services.
- c. Contractor will create and implement consumer satisfaction surveys to better identify areas of service improvement.

### **6. Continuum of Care**

Contractor will involve consumers in treatment plans that include a continuity of care plan beginning with the initial assessment focusing on the consumer's resources, issues, and strengths. The plans will be evaluated and evolve during the course of the consumers engagement with the contractor. The plans and the modifications will be documented in consumer files. Contractor will also document referrals and linkages to other services and providers.

### **7. Co-occurring Disorders**

- a. Contractor will continue participation as a Change Agent and will attend and participate in all of the activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Based on Contractor self-assessment utilizing the COMPASS, (Comorbidity Program Audit and Self-Survey for Behavioral Health Services) Contractor will continue implementation of COMPASS action plan. Contractor will provide quarterly progress on implementation.

## **C. Capacity Building**

1. Contractor will work in partnership with AOD to study the viability of billing under Drug Medi-Cal and 3<sup>rd</sup> party payer.

2. Contractor will document and track consumers who are CalWORKS eligible.

**D. Technical Assistance Needs**

AOD will offer consultation, technical assistance, and training to assist Contractor in implementing System-wide Improvement and capacity building activities.

**II. Bay Area Services Network (BASN)**

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

**A. Outpatient Alcohol and Drug Treatment Units of Service**

Contractor will provide a maximum of one hundred eighty (180) days annually of the following BASN outpatient alcohol and drug treatment services per program participant, for individuals referred to the BASN outpatient program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.

1. Admit to Contractor's BASN outpatient alcohol and drug treatment program a minimum of one (1) program participant per fiscal year.
2. Provide seventy-seven (77) hours dedicated to BASN outpatient services to the BASN participants per fiscal year.

**III. COUNTY Funded Ancillary Services for Clients with Co-occurring Disorders**

Payments under the Original Agreement and this First Amendment to the Original Agreement must directly support services specified in Exhibit A1. Services will be culturally and language appropriate for the population specified in the proposal of services provided by the Contractor to San Mateo County Behavioral Health and Recovery Services.

**A. County Funded Services:**

1. Contractor will hire one (1) .75 FTE Mental Health clinician and one (1) .25 FTE Program Manager to enhance services referred by the GIRLS Plus Program.
2. Contractor will provide one-thousand five-hundred forty (1,540) hours of staff available hours for Ancillary services dedicated to non-residential clients with Co-occurring disorders referred by the GIRLS Plus Program.
3. The Mental Health clinician will provide assessment and individual sessions for five (5) clients with Co-occurring disorders that are referred by the GIRLS Plus Program and their families. For each of the five (5) clients, the Mental Health clinician will:
  - a. Provide one (1) one-hour individual session per week
  - b. Co-facilitate one (1) two-hour process group per week, and
  - c. Provide periodic home visits as appropriate.
4. The Mental Health clinician will be registered with the appropriate certifying state agency. The clinician will have experience working with adolescents, substance abuse issues, mental health issues, and trauma.

5. Contractor will maintain the client standards set forth in the Original NRC/County Flat Rate Agreement.
6. As part of the continuous Quality Improvement process, Contractor will integrate the Stages of Change model into the treatment plans of clients with Co-occurring disorders referred by the GIRLS Plus Program, with the goal of improving outcomes for these clients.
7. Contractor will provide quarterly reports delineating progress on the implementation of these goals.

#### **IV. COUNTY Funded Prevention Services - The Children's Place Program**

Contractor will provide the following County funded alcohol and drug prevention services at mutually agreed upon locations in San Mateo County. All payments in this First Amendment to the Original Agreement must directly support services specified in this First Amendment to the Original Agreement. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

##### **A. Contractor will provide the following County Funder Services**

Contractor's staff will provide its The Children's Place program services to students attending Fair Oaks, Garfield, Hoover, Adelante, Taft, Gill, Hawes, and Roosevelt schools in Redwood City who are identified and referred to the program. Contractor may identify additional schools within San Mateo County to provide it's the Children's Place program services. Services will include the following:

1. Provide a thirty (30) minute staff workshop and/or consultation at each school site to educate staff about the effects of addiction on children, help staff identify children from addicted families, support staff in using Contractor's The Children's Place program as a school-based resource, and teach staff how to refer children to the program. A minimum of two hundred eighty (280) school staff members will attend the workshop and/or receive individual consultations.
2. Provide a one (1) hour educational workshop at each school site to teach families about addiction, codependency and community resources, and ways to develop healthy living skills. A minimum of sixty four (64) parents/family members will attend the workshop. Family home visits will be substituted where appropriate.
3. Identify a minimum of one hundred sixty (160) students ages five (5) to fourteen (14), who attend the eight participating schools, to participate in Contractor's The Children's Place prevention/education support group services.
4. Provide a minimum of sixteen (16) education/prevention groups to the one hundred sixty (160) identified students, with two (2) groups at each participating school site, for an average of ten (10) participants per group.
5. Prevention Hours of Staff Availability



Contractor will provide three thousand two hundred-sixteen (3,216) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

**B. Environmental Prevention**

Contractor will work collaboratively with San Mateo County Behavioral Health and Recovery Services and other drug and alcohol service providers to develop and implement appropriate environmental prevention strategies. Environmental prevention efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

**C. Collaboration and Linkages**

Contractor will work collaboratively with Garfield Charter School and the Redwood City Family Centers in providing its alcohol and drug prevention services. Contractor will include progress on collaborative efforts in quarterly narrative reports.

**EXHIBIT B1**  
**Payments and Rate of Payments**  
**Youth and Family Enrichment Services**

**I. Flat Rate NRC**

Payments under the Original Agreement and this First Amendment to the Original Agreement must directly support services specified in Exhibit A1. must directly support services specified in this Agreement.

**A. Payments:**

In full consideration of the services provided by Contractor, the total amount for community-based partnership services provided through this First Amendment to the Original Agreement is ONE MILLION TWO HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS (\$1,273,415).

**B. Rates of Payments:**

County will pay Contractor the total contract amount in eighteen (18) monthly payments in a manner as outlined in the charts below. County will pay Contractor's monthly payment within 30 days, upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Manual.

**January 1, 2008 - June 30, 2008**

<b>Services</b>	<b>Funding amount</b>	<b>Monthly amount</b>	<b>UOS</b>	<b>Rate</b>	<b># clients to be served</b>
NRC Outpatient - Adolescent	\$71,401	\$11,900.17	1879	\$ 38.00	21
County Outpatient - Adolescent	\$11,468	\$1,911.33	302	\$ 38.00	3
County Intensive Day Treatment	\$75,398	\$12,566.33	419	\$ 180.00	8
CalWORKS Intensive Day Treatment	\$205,234	\$34,205.67	1140	\$ 180.00	23
Strategic Directions 2010 Funding - Adolescent Outpatient	\$14,375	\$2,395.83	378	\$ 38.00	4
Strategic Directions 2010 Funding - Intensive Day Treatment	\$23,850	\$3,975.00	133	\$ 180.00	3
<b>TOTAL</b>	<b>\$401,726</b>				

**Summary of Funding for Priority Populations FY 2008**

<b>Funding Type</b>	<b>Total Funding Allocation</b>	<b>Priority Population Funding</b>	<b>Priority Population %</b>	<b>Allowable Discretionary Funding</b>	<b>Allowable Discretionary %</b>
Annual Flat Rate	\$363,501	\$308,976	85.00%	\$54,525	15%
Strategic Directions 2010	\$38,225	\$38,225	100.00%	0	0%
<b>TOTAL Funding</b>	<b>\$401,726</b>	<b>\$347,201</b>	<b>86.43%</b>	<b>\$54,525</b>	<b>13.57%</b>

**July 1, 2008 - June 30, 2009**

<b>Services</b>	<b>Funding amount</b>		<b>UOS</b>	<b>Rate</b>	<b># clients to be served</b>
NRC Outpatient - Adolescent	\$147,086	\$12,257	3400	\$43.26	42
County Outpatient - Adolescent	\$23,624	\$1,969	546	\$43.27	6
County Intensive Day Treatment	\$155,320	\$12,943	838	\$185.35	16
CalWORKS Intensive Day Treatment	\$422,782	\$35,232	2280	\$185.43	46
Camp Glenwood	\$44,133	\$3,678	857	\$51.50	10
Strategic Directions 2010 Funding - Adolescent Outpatient	\$29,613	\$2,468	685	\$43.23	8
Strategic Directions 2010 Funding - Intensive Day Treatment	\$49,131	\$4,094	265	\$185.40	6
<b>TOTAL</b>	<b>\$871,689</b>	<b>\$58,415</b>	<b>8871</b>	<b>\$98.26</b>	<b>6</b>

**Summary of Funding for Priority Populations FY 2009**

<b>Funding Type</b>	<b>Total Funding Allocation</b>	<b>Priority Population Funding</b>	<b>Priority Population %</b>	<b>Allowable Discretionary Funding</b>	<b>Allowable Discretionary %</b>
Annual Flat Rate	\$792,946	\$674,004	85.00%	\$118,942	15%
Strategic Directions 2010	\$78,744	\$78,744	100.00%	0	0%
<b>TOTAL Funding</b>	<b>\$871,689</b>	<b>\$752,747</b>	<b>86.36%</b>	<b>\$118,942</b>	<b>13.64%</b>

**C. Required Fiscal Documentation:**

1. Contractor's annual budget, and line item narrative justification covering all contracted services under the Original Agreement and this First Amendment to the Original Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Manual.

**II. Bay Area Services Network (BASN)**

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

**A. Payments:**

These services will be paid on a Fee for Service basis only.

County will pay Contractor's monthly payment within 30 days, upon timely submission of invoice and reports as outlined in the Alcohol and Other Drug Services Policy and Procedure Manual.

**B. Rate of Payments:**

In full consideration of the BASN services provided by Contractor in Exhibit A1 County shall pay Contractor in the manner as outlined in the chart below:

**July 1, 2008 – June 30, 2009**

<b>Services</b>	<b>Annual Maximum Amount</b>	<b>Units of Service (Staff Hours)</b>	<b>Rate</b>
Outpatient	\$3,219	77	\$42.00

**III. County Funded Residential Services for Clients with Co-occurring**

All payments under this First Amendment to the Original Agreement must directly support services specified in this First Amendment to the Original Agreement.

**A. Payments and Rate of Payments:**

In full consideration of the Co-occurring services provided by Contractor in Exhibit A1 County shall pay Contractor in the manner as outlined in the chart below:

<b>Fiscal Year</b>	<b>Authorized Contract Amount</b>	<b>Monthly Amount</b>
FY 2008-09	\$46,289	\$3,857
Total Maximum Contract Obligation	\$46,289	-

**IV. County Funded Prevention Services - The Children's Place Program**

All payments under this Agreement must directly support services specified in this Agreement.

**A. Payments and Rate of Payments:**

Payments under this First Amendment to the Original Agreement must directly support services specified in Exhibit A1. County shall pay Contractor in the manner as outlined in the chart below:

<b>Services</b>	<b>Funding Amount</b>	<b>Monthly Amount</b>	<b>UOS (Staff Hours)</b>	<b>Rate</b>	<b># clients to be served</b>
County Funded Prevention Services – The Children's Place	\$ 100,000	\$8,333.33	3,216	\$31.09	160

**Attachment 3**  
**County of San Mateo**  
**Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Youth and Family Enrichment Services	Phone:	(650)591-9623
Contact Person:	Michael Garb, Chief Executive Officer	Fax:	(650)591-9750
Address:	610 Elm St., 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