

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

THIS THIRD AMENDMENT TO THE 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, the parties entered into an Agreement for community-based prevention services, Your House Residential, Daybreak and Crisis Intervention services by Resolution Number 069098 in the amount of \$1,042,537 and term of July 1, 2007 through June 30, 2009; and

WHEREAS, the parties amended the Agreement on December 16, 2008 by Resolution Number 069845 to increase funding for Case Management Services for the Emancipated Foster Youth Outreach and Aftercare Program in the amount of \$163,922 for FY 2008-09, for a total obligation of \$1,206,459; and

WHEREAS, the parties entered into a Second Amendment to the Agreement on June 23, 2009 by Resolution Number 070248 for the purpose of extending the term by one (1) year to June 30, 2010 and increase funding for continued community-based prevention service, Your House Residential, Daybreak and Crisis Intervention services in the amount of \$1,047,431 for FY 2009-10, for a total obligation of \$2,253,890.

WHEREAS, the parties wish to enter into a Third Amendment to increase the amount by \$387,000 for FY 2009-10 for a total obligation of \$2,640,890 for purpose of serving additional youth for community-based prevention services for the Transitional Housing Placement Plus (THP+) Program and the term remains the same.

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

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

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

Exhibit A3 – Program/Project Description (effective 7/09)

Exhibit B3 – Payment Schedule (effective 07/09)

Exhibit C2 – Program Monitoring (effective 07/09)

Exhibit D – Fingerprinting Certification Form

Exhibit E – 504 Compliance

Exhibit F – Contractor’s Declaration Form

2. Section 2: Services to be performed by Contractor is hereby amended to read as follows:

In consideration of the payments set forth herein and in Exhibit “**B3**”, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit “**A3**”, and pursuant to the performance standards set forth in Exhibit “**C2**”.

3. Section 3: Payments is hereby amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit **A3**," and pursuant to the performance standards set forth in Exhibit “**C2**”, County shall make payments to Contractor based on the rate and in the manner specified in Exhibit "**B3**." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

The Agreement is increased by \$387,000 for FY 2009-10 for continued services shown in Exhibit “A3”. In no event shall the County’s total fiscal obligation under the Agreement exceed TWO MILLION SIX HUNDRED FORTY THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$2,640,890).

4. Exhibit A2 is replaced in its entirety with **Exhibit A3** effective 07/09 which is attached hereto and incorporated by reference herein.
5. Exhibit B2 is replaced in its entirety with **Exhibit B3** effective 07/09 which is attached hereto and incorporated by reference herein.
6. **All other terms and conditions of the Agreement dated July 1, 2007, and subsequent Amendments between the County and Contractor shall remain in full force and effect.**

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

YOUTH AND FAMILY ENRICHMENT SERVICES

Contractor's Signature

Date: _____

**PROGRAM DESCRIPTION
YOUTH AND FAMILY ENRICHMENT SERVICES
July 1, 2007 through June 30, 2010**

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

I. **YOUR HOUSE SOUTH RESIDENTIAL SERVICES**

1. **Residential Services**

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

- a. Provide residential services to ninety (90) youths including residential emergency overnights.
 - With parental permission, provide a residential stay 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 representative, and the Human Services Adolescent Services Manager;
 - Arrange to return the youth home, or find other suitable living arrangements after completing residential stay; and
 - 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.
- e. Notify Children and Family Services (CFS) every time a youth leaves the program.
- f. Contact the CFS Hotline at 650-802-7922 for all Child Welfare referrals.

2. Outreach

Provide outreach contact for youth and other service providers across San Mateo County regarding 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 existing data on the number of street-based and community outreach contacts with emancipated foster care youth in San Mateo County.

II. CRISIS INTERVENTION SUICIDE PREVENTION SERVICES

Contractor will provide youth intervention services and will operate the alcohol and drug information and referral help line and the crisis counseling and referral services program at a mutually agreed upon location(s) in San Mateo County. 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. Contractor will utilize innovative technology to provide additional means of access to youth. On-line teen information will offer initial crisis intervention resources.
- b. Provide thirty (30) hours of training to Youth Intervention Team members. Training will include youth suicide issues, suicide risk assessments, and youth crisis intervention.
- c. Provide one (1) hour of educational presentations to twenty five (25) elementary, middle and high school 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; and
 - 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 the Program Manager, or representative; and
 - Response may include telephone counseling, 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 per crisis outreach call. 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) hours-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 and referral services to fifteen thousand (15,000) callers;
 - Of the estimated calls or electronic contacts, seven hundred fifty (750) will be from individuals 18 years old and younger and 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 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 records of all calls received;
- Develop a plan to increase the diversity of the populations served that may include developing any of the following;
 - ✓ Maintain at least two (2) volunteers that have second language skills in either Spanish, Tagalog, Mandarin, Cantonese, Samoan or Tongan;
 - ✓ Fliers and public service announcements in non-English languages;
 - ✓ Continue special recruitment efforts to attract more multi-cultural volunteers for the crisis line as well as for Board of Trustees.; and
 - ✓ Provide at least eight (8) hours of training to volunteers in sensitivity and awareness regarding multi-cultural and diversity issues in San Mateo County.

III. EMANCIPATED FOSTER YOUTH OUTREACH AND AFTERCARE SERVICES

Provide Financial aid payments, and Case Management Services for approximately thirty five (35) youth at any given time enrolled in the scattered site / host family model /THP+ program, and provide full time Case Management Services for aftercare youth not enrolled in these programs. The target population of emancipated foster care youth will include youth 16-24 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. All youth admitted to the THP+ or non THP+ housing programs must be pre-approved by HSA.

1. Outreach

- Provide five hundred (500) contacts with youth 16-24 years of age. Contacts may be through mail, in person, or by telephone;
- One Case Manager will attend 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; and
- Encourage providers to identify former foster youth in their programs to refer to the Case Managers.

2. Assessment of Youth

- Determine needs, issues, strengths and goals with youth;
- Establish goals and a written case plan to achieve goals, including 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, support services and permanency connections;
- After care services will include: education, crisis counseling, Medi-CAL assistance, legal assistance, emergency assistance, employment assistance, exploration of permanent connections, overall coordination of eligibility and payments for THP+ and non THP+ housing programs;
- For THP+ youth, the 15 state required services will be documented in the step TILP and be coordinated by the Case Managers in conjunction with county staff including: case-management; utilities, phone and rental assistance; job readiness; food allowance; educational advocacy and support; post high school training; individual and group counseling; connections to family, community and an ILP program; mentoring; apartment furnishings; an emancipation fund; and post program/alumni assistance;
- Make appropriate referrals and provide follow- up to determine referral effectiveness; and
- Create new or annual Step-TILP for all enrolled Emancipated Foster Youth. Secure resources identified in the service delivery plan.

4. Based on the monthly rate per youth delineated in attachment B3 of this contract, Contractor shall provide a host family model and a scattered site model in accordance with the State THP+ best practices policies. This includes case management and financial aid payments to youth in THP+ housing up to 24 months including:

- a. provide rental assistance in the amounts of:
 - For Host Family providers - \$600.00
 - For Scattered site youth – 100% rent 1st 6 months, 75% rent 2nd 6 months, 50% rent 3rd 6 months, 25% rent 4th 6 months. This should include last months rent and a one time security deposit.
- Provide a monthly living subsidy of \$425 to each youth for the following items:
 - Utilities
 - Clothing
 - Food
 - Furnishings
 - Transportation

- Provide reimbursement to youth for Books, tuition and other needs for youth to participate in vocational or educational programs up to \$50 per youth per month. Expenses in excess of this amount will be requested in writing to County ILP coordinator

5. Develop and Maintain Case Files

- Maintain contact log with information that will include: dates, purpose of contact, activity, agreement, instructions and outcomes;
- Obtain authorization on all expenses;
- Maintain updated TILP for each youth;
- Keep records of expenses and category in cases; and
- Maintain and monitor Transitional Housing Placement Plus Programs (THP-Plus).

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

7. Attend transitional team meetings, emancipation conferences/Team Decision Making (TDM) and other meetings as agreed upon.

8. 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.

9. Assist in establishing a baseline of information on the target population to be served.

10. Document and report quarterly statistics regarding specific youth contacts and services provided to each youth.

11. 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; and
- A strong permanency philosophy and practice.

12. Provide participation, in leadership, and planning in family conferences regarding permanence and transition planning by:

- Participating in emancipation conferences/TDMs, with input from the youth regarding the significant adults in their lives, 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 member;
- Developing STEP-TILP 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;
- Developing an integrated youth development philosophy and practice;
- 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; and
- Follow-up with team members on a quarterly basis to determine transition/permanence progress toward goals.

IV. TRANSITIONAL HOUSING PLACEMENT PROGRAM

1. Adhere to the State Transitional Housing Plan Program (THPP) regulations.
2. Maintain a minimum of three (3) designated residential apartments with 70% capacity (or 1533 residential care days annually).
3. Provide nightly, awake, staff (10pm-6am) to be present in the apartment building.
4. Provide housing establishment and maintenance costs such as unit deposits, first and last months' rent, telephone and utility installation, purchase of furniture, linen, cookware, dishes and small appliances.
5. Provide staffing to ensure implementation of case management services including close supervision, monitoring and follow-up. Provide overnight staffing seven (7) days a week.
6. Conduct background checks on all employees assigned to the transitional housing placement program. Background checks should include: age, criminal history and, drug and alcohol history.
7. Provide monitoring of independent living skills services such as; the quality of the home environment, health and nutrition, budgeting, money management, work and social activities of youth placed in transitional housing.
8. Provide money management skills and services such as development of individualized financial responsibility plans, bank accounts, and scheduled budget sessions with individual youth in the program.

9. Coordinate case management with the County of San Mateo Human Services Agency Independent Living Program Coordinator.
10. Provide copy of the THPP Needs and Services Plan to the Social Worker or PO.
11. Youth will be referred to THPP by the Social Worker or Probation Officer who will attend the interview with the youth. The referent will then be notified whether or not the youth has been accepted into the program within 7 days of the interview.
12. Minimum 7 days notice will be provided to the Social Worker or PO and discharge will be coordinated between all parties by the Social Worker or PO.

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. The maximum length of stay in Daybreak shall not exceed eighteen (18) months without prior written approval of the Director of the Human Services Agency Children and Family Services.

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 B3

**PAYMENT SCHEDULE
YOUTH AND FAMILY ENRICHMENT SERVICES
July 1, 2007 through June 30, 2010**

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 the Agreement exceed the maximum contract obligation specified in Paragraph 3 of this Amendment.

A. Following is a breakdown per service component for fiscal year 2009-10:

Annual Funding Distribution	Fiscal Year 2007-08	Fiscal Year 2008-09	Fiscal Year 2009-10
Your House Residential Services	\$259,187.00	\$266,963.00	\$266,963.00
Crisis Intervention Suicide Prevention Services	\$80,017.00	\$82,418.00	\$82,418.00
Emancipated Foster Youth Outreach and After Care Services	\$79,574.00	\$245,883.00	\$84,420.00
Transitional Housing Placement Program	\$56,837.00	\$58,542.00	\$58,542.00
Transitional Housing Placement Program Plus*			Up to \$903,000.00
Daybreak Program for Homeless Youth	\$37,950.00	\$39,088.00	\$39,088.00
SUBTOTALS	\$513,565.00	\$692,894.00	\$1,434,431.00
CONTRACT TOTAL			\$2,640,890.00

*** THP+ Payment Rate**

1. Contractor will submit monthly occupancy rate for THP+ Program.
2. Contractor shall be paid at a rate of \$2150.00 per youth per month. Partial months shall be pro-rated.
3. In no event shall the total amount for THP+ exceed NINE HUNDRED THREE THOUSAND (\$903,000) for FY 2009-10.

B. County will pay Contractor monthly as follows for the period from July 1, 2009 through June 30, 2010.

Monthly Funding Distribution	Payments 7/09 through 5/10	Payment 6/10
Your House Residential Services	\$22,247.00	\$22,246.00
Crisis Intervention Suicide Prevention Services	\$6,868.00	\$6,870.00
Emancipated Foster Youth Outreach and After Care Services	\$7,035.00	\$7,035.00
Transitional Housing Placement Program	\$4,878.00	\$4,884.00
Transitional Housing Placement Program Plus (See THP+ Payment Rate, Exhibit B3.A)	Up to \$75,250	Up to \$75,250
Daybreak Program for Homeless Youth	\$3,257.00	\$3,261.00
TOTALS	\$119,535.00	\$119,546.00

C. In the event that Contractor provides less than all services specified in EXHIBIT A3, 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 B3, TABLE A of the Amendment. 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 **TWO MILLION SIX HUNDRED THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$2,640,890.00)**.

D. In the event that positions become vacant and left unfilled for more than thirty (30) days, the contract amount will be reduced by the amount of salary not spent during the billing period.

E. Final settlement payment for the Three Year Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to EXHIBIT B3, TABLE A, "Breakdown per service component on an annual basis", during the term of the Three Year Agreement, July 1, 2007 through June 30, 2010. Actual net allowable costs will be determined by the final Year-End Cost Reports.

1. Contractor will submit to County two (2) final Year-End Cost Reports no later than ninety (90) days after the end of FY 2009-10 (July 1, 2009 through June 30, 2010).
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 B1, Contractor may

transfer funds between personnel and operating expenses in the Final Year-End Cost Report.

- F. County will pay Contractor upon 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; and annual THPP/THP+ report budget worksheet
 - b. Cost Allocation Plan;
 - c. By September 1, annual aftercare statistics for State Report SOC405A;
 - d. By September 1, annual aftercare statistics for State STOP report;
 - e. Quarterly Expenditure Reports;
 - f. Quarterly Activity Report and staffing report;
 - g. Quarterly youth contact and services provided report;
 - h. Quarterly Demographic Report;
 - i. Six (6) Month Reports;
 - j. By December 1, - THP+ annual narrative, budget and statistical report;
 - k. By March 1, - info and data for the ILP Narrative report
 - l. By March 1, - Annual Outcome Objectives Report; and
 - m. Final Year-End Cost Report.
- G. 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 A1.
- 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.
- H. When County plans not to renew an Agreement in the following fiscal year or when County plans to terminate an Agreement early, County may withhold all or part of Contractor's final payment until:

- a. Contractor satisfactorily submits all reports required by the Agreement and until County has reviewed all 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.
- I. Services provided in excess of the maximum financial obligation of County will be solely at Contractor's risk and financial responsibility.
- J. 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.