

**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 temporary crisis residential services, crisis intervention/suicide prevention,
emancipated foster youth outreach and aftercare services (THP-Plus) and services for
homeless youth.

**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—Services
- Exhibit B—Payments and rates
- Exhibit C—Program Monitoring
- Exhibit D—§504 Compliance
- Exhibit E—Contractor’s Declaration Form
- Exhibit F—Fingerprinting Certification Form
- Exhibit G—Child Abuse Prevention and Reporting

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.”

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," 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 FOUR MILLION ONE HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED SIXTY SEVEN DOLLARS, (\$4,127,667).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2010 through June 30, 2013.

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

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

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 insurance and to obtain such approval. The Contractor shall furnish the County 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 County 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 “I,” 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 and Other Requirements

- 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.

12. 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.

13. 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.

14. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

15. Controlling Law and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Pravin Patel, Program Manager
San Mateo County, Human Services Agency
400 Harbor Blvd., Bldg. B
Belmont, CA 94002

In the case of Contractor, to:

Michael Garb, Chief Executive Officer
Youth and Family Enrichment Services
610 Elm Street, Suite 212
San Carlos, CA 94070

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

YOUTH AND FAMILY ENRICHMENT SERVICES
Michael Garb, Chief Executive Officer

Contractor's Signature

Date: _____

**PROGRAM DESCRIPTION
YOUTH AND FAMILY ENRICHMENT SERVICES
July 1, 2010 through June 30, 2013**

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. In consideration of the payments set forth in Exhibit "B", Contractor shall 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 one thousand five hundred (1,500) 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/AmeriCorps workers/volunteers, retirees 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. Contractor will specifically provide a 24-hour suicide *Crisis Hotline*, *Alcohol and Drug Helpline*, *Parent Support Warmline* and www.onyourmind.net, a website and teen chatroom to address the unique needs of youth with serious concerns who do not feel able to get help through traditional means.
 - 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 and maintain an average of over thirty (30) trained Crisis Line and Website and Chatroom Volunteers and train them on how to

respond to calls and online requests from youth in crisis and their families. Contractor will provide an average of 40 hours of training per year, including at least eight (8) hours of diversity training and referral line;

- 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

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 communication;
- One Case Manager will attend 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 up to 35 Emancipated Foster Youth annually. Secure resources identified in the service delivery plan.
 - Intergenerational –Mentoring Opportunities by recruiting retired volunteers and matching them up appropriate youth.
4. Based on the monthly rate per youth delineated in Exhibit B 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:
- 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).
 - Develop policies that include disciplinary measures and grounds for termination. Each Plan should include a statement that the Program will not discriminate; that the participants will have the greatest freedom possible to prepare for self-sufficiency; that the program will comply with applicable federal, state, and local housing laws and fire clearance requirements; that the tenants have a right to fair rules, to receive those rules in writing in an appropriate language they understand, and that they have the right to appeal any decision via a grievance process (unless there is imminent harm involved. Any decision the youth-contractor are not able to resolve can be grieved to San Mateo County Children & Family Services' Aftercare Coordinator (Dorothy Torres).
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. DAYBREAK PROGRAM FOR HOMELESS YOUTH

Contractor will operate the Daybreak Program for Homeless Youth, serving youth adolescents ages 16 through 20 years of age. 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.

For youth who remain at the YFES Daybreak shelter for more than thirty (30) days:

- 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.

**PAYMENT SCHEDULE
YOUTH AND FAMILY ENRICHMENT SERVICES
July 1, 2010 through June 30, 2013**

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. In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

A. Following is a breakdown per service component per fiscal year:

Program	FY 2010-11	FY 2011-12	FY 2012-11
Your House Residential Services	\$266,963	\$266,963	\$266,963
Crisis Intervention Suicide Prevention Services	\$82,418	\$82,418	\$82,418
Emancipated Foster Youth Outreach and Aftercare Services	\$84,420	\$84,420	\$84,420
Transitional Housing Placement Plus Program (THP +)	Up to \$903,000*	Up to \$903,000*	Up to \$903,000*
Daybreak Program for Homeless Youth	\$39,088	\$39,088	\$39,088
SUBTOTALS	\$1,375,889	\$1,375,889	\$1,375,889
		TOTAL	\$4,127,667

* 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) annually.

B. County will pay Contractor monthly as follows for term of the Agreement:

Monthly Funding Distribution	Payments July through May	Payment June
Your House Residential Services	\$22,246.00	\$22,257.00
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 Plus (See THP+ Payment Rate, Exhibit B.A)	Up to \$75,250.00	Up to \$75,250.00
Daybreak Program for Homeless Youth	\$3,257.00	\$3,261.00
TOTALS	\$114,656.00	\$114,673.00

- C. 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 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 **FOUR MILLION ONE HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED SIXTY SEVEN DOLLARS (\$4,127,667) for the term of this Agreement.**
- 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 B, TABLE A, "Breakdown per service component on an annual basis", during the term of the Three Year Agreement, July 1, 2010 through June 30, 2013. 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 each fiscal year for the term of this Agreement.
 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. Contractor may transfer funds between personnel and operating expenses in the Final Year-End Cost Report, with approval of Program Manager.
- 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 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 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.

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.

**PROGRAM MONITORING
YOUTH AND FAMILY ENRICHMENT SERVICES
July 1, 2010 through June 30, 2013**

I. Contractor's Responsibilities Reporting Requirements

A. Reporting Timelines

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:

FY 2010-11

<u>Qtr. Begins</u>	<u>Qtr. Ends</u>	<u>Report Due</u>
7/1/10	9/30/10	10/15/10
10/1/10	12/31/10	1/15/11
1/1/11	3/31/11	4/15/11
4/1/11	6/30/11	7/15/11

FY 2011-12

<u>Qtr. Begins</u>	<u>Qtr. Ends</u>	<u>Report Due</u>
7/1/11	9/30/11	10/15/11
10/1/11	12/31/11	1/15/12
1/1/12	3/31/12	4/15/12
4/1/12	6/30/12	7/15/12

FY 2012-13

<u>Qtr. Begins</u>	<u>Qtr. Ends</u>	<u>Report Due</u>
7/1/12	9/30/12	10/15/12
10/1/12	12/31/12	1/15/13
1/1/13	3/31/13	4/15/13
4/1/13	6/30/13	7/15/13

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, 2011 and July 31, 2011 for FY 2010-11, on January 31, 2012 and July 31, 2012 for FY 2011-12, and on January 31, 2013 and July 31, 2013 for FY 2012-13.
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, 2010 and Spring, 2011 for FY 2010-11 and Fall, 2011 and Spring, 2012 for FY 2011-12, and Fall, 2012 and Spring, 2013 for FY 2012-13).

B. Reporting Requirements and Program Outcomes

Your House Residential Services

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

a. Residential

Upon exit ninety percent (90%) 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 one thousand five hundred (1,500) 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.

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. Eighty percent (80%) 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.

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 Contractor 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 maintained. 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 five hundred (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.
- d. Program staff will develop youth asset surveys to measure participants' progress during the program.
- e. Provider staff will attend ALL transitional team meetings

Daybreak

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

- a. Eighty percent (80%) 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, community service placement or maintain appropriate school enrollment.
- c. Seventy five percent (75%) of the youth with individual case plans will transition to a positive living arrangement (independent living, return to family or Job Corps).
- d. A three (3) month follow-up survey will demonstrate that eighty percent (80%) of survey respondents will report not having been homeless since their Daybreak stay.
- e. Seventy percent (70%) of the survey respondents will report that their current living situation has improved since their Daybreak stay.

**(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.

Michael Garb, Chief Executive Officer
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."

**COUNTY OF SAN MATEO
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Youth and Family Enrichment Services	Phone:	650-591-9626
Contact Person:	Michael Garb, Chief Executive Officer	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

FINGERPRINTING CERTIFICATION FORM

Agreement with Youth and Family Enrichment Services
For
Program Services

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Name

Title

Signature

Date

Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.