

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
STARVISTA**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **STARVISTA**, 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 Transitional Housing Plus Program (THP-Plus) to post emancipated foster youth services for FY 2011-14 on June 7, 2011, in the amount of \$761,400, for the term July 1, 2011 to June 30, 2014; and

WHEREAS, the parties amended the Agreement to change Contractor's legal name to StarVista on July 11, 2011; and

WHEREAS, the parties wish to further amend the Agreement to add funds in the amount of \$253,800 and extend the term to June 30, 2015 for continuation of services for FY 2014-15 and add a 3% Cost of Living Adjustment (COLA) in the amount of \$11,421 for a new total obligation of \$1,026,621.

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

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

In consideration of the payments set forth herein and in Exhibits B and B1, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibits A and A1.

2. Section 3- Payments is 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 Exhibits A and A1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and B1. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE MILLION TWENTY SIX THOUSAND AND SIX HUNDRED TWENTY ONE DOLLARS,**

(\$1,026,621).

3. Section 4-Term and Termination is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2011 through June 30, 2015.**

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or 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.

4. Section 16- Notices is amended to read as follows:

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:

Loc Nguyen, DrPh, MSW, Director, Children and Family Services
San Mateo County, Human Services Agency
41 Davis Drive
Belmont, CA 94002
650.802.3390

In the case of Contractor, to:

Sara Larios Mitchell, Ph.D., MCAP, Chief Executive Officer
StarVista
610 Elm Street, Suite 212
San Carlos, CA 94070
650. 591.9623

5. Exhibits A1 and B1 are added to the Agreement.

5. Exhibit A1 and B1 is added to the Agreement.
6. All other terms and conditions of the Agreement dated **June 7, 2011**, 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: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

STARVISTA
Dr. Sara Larios Mitchell, Chief Executive Officer



Contractor's Signature

Date: 3/3/14

**Transitional Housing Placement-Plus Program Description
July 1, 2014 through June 30, 2015**

I. Program Description

The StarVista agency will provide a Transitional Housing Placement-Plus program which will provide shared furnished housing plus ancillary services for San Mateo County former foster youth transitioning to adulthood in a Triplex owned by San Mateo County at the corner of Orange and Grand in South San Francisco and at the Daybreak program in Redwood City. The program will work with San Mateo County Human Services Agency to mutually provide proper assessment/screening of former foster youth ages 18 - 24. The program's goal is to provide essential "real life" experiences for living independently after aging out of the foster care system as well as stable, safe housing for up to a two year period.

II. Population to be served

Young adults who have emancipated as a ward or dependent in the San Mateo Juvenile Court are eligible to participate. The non-licensed facility will provide services for up to nine residents between the aged 18 up to 24. All residents will be required to maintain a combination of work and school for a minimum of 30 hours per week unless they are unable to do so by reason of emotional or physical disability. Exceptions to the 30 hour rule will be made by the team and approved by HSA/StarVista Management. All residents are required to work toward long-term goals stated on their TILP/Needs and Services Plan. This plan must outline the provision of the 15 state required services. Copies of the Plan will be provided to HSA Management.

III. Program Model

The program will use the group transitional living model. The intent of the THP-Plus program is to provide a safe and secure transition while residents become productive and self-supporting citizens of San Mateo County. The model will be firmly based in the Youth Development Model to develop strength-based resiliency and living skill competencies. Residents will be taught how to engage in skill development through hands-on application and coaching to achieve the highest level of adult community living skills they can achieve.

IV. Referral and Screening Process

Youth may be referred by their primary Social Worker while Dependents or their Probation Officer while Wards of the Juvenile Justice System, in conjunction with the Aftercare Case Manager. Aftercare emancipation Youth may be referred by the Aftercare Case Managers. All admissions must be approved by HSA Management. A waitlist will be maintained for eligible youth, in a format to be approved by both the County and the contractor. Effectiveness of the waitlist process will be evaluated after six (6) months of implementation, and revised if necessary.

V. Discharge and/or Removal from THP-Plus program

A discharge timeline is created to meet the needs of each resident during the intake process. Included in the discharge plan is a meeting with the aftercare case manager, the youth, and the THP+ staff. The plan is evaluated at regular intervals and adjusted as needed by the resident and team.

When a resident is not completing program requirements, they may be asked to leave the program prematurely. In such a case, the staff will engage them in a discharge plan, along with the Aftercare Case Manager. If the discharge is immediate, usually due to the need to address urgent medical needs of the youth or dangerous behavior of the youth, they will be asked to leave the program immediately and this may be done by StarVista staff for the safety of other residents. Examples of dangerous behavior which may lead to immediate dismissal include: Weapons in the household, use of illegal drugs or alcohol in the household, threatening behavior to another resident or to staff, theft of program or peer property, sexual activity in the house, fire-setting, or any other act which creates an imminent danger for the residents or surrounding community.

The Contractor will develop a Residency Agreement to be reviewed and approved by the County. Residents must read, understand and sign the Agreement prior to admission to the program.

**Transitional Housing Placement-Plus Program
Scope of Work, Payment Schedule, Program Monitoring
July 1, 2014 through June 30, 2015**

TRIPLEX FACILITY

I. Services Requested

Contractor will operate the THP-Plus Program at the County-owned Grand Orange Facility (Triplex). The facility's capacity is nine beds. Contractor will provide, to the satisfaction of the Director of Human Services Agency (HSA) or her designee, services as follows:

A. Housing

- Provide supervision, support, and help solve day-to-day issues and ensure the safety of the residents and the facilities. Awake night staff will be present at the facility between the hours of 10 pm and 5 am for between five (5) to seven (7) nights per week, depending upon the demands of the population. Additional staff coverage will be provided during peak times (2-10 p.m.) that residents are present, including weekend, afternoon, and evening coverage for at least five (5) days per week.
- Contractor will provide meals and will assist with clothing needs. As residents progress through the program, they will be expected to utilize their earnings for these items.
- Contractor will be responsible for minor and on-going maintenance including exterior. Any damage or repair over \$500 will be the responsibility of the County. The County will inspect the property twice a year to assess major systems. Appliances will be under warranty. Contractor will contact and arrange for repair and pay any associated costs.

B. Case Management

- Develop a long-term vision rather than a short term view of resident needs.
- Utilize community based support systems to meet those needs such as food banks, food stamps, legal services, financial aid programs, etc. Residents will receive hands on training in how to access and maintain these services.
- Work towards completion and actualization of a transitional independent living plan (Step TILP) to ensure residents' successful transition after completion of the program. The THP-Plus TILP is updated at least annually, and should include a discussion of living skills training competencies.

- Use evidence-based life skills assessment tool to measure progress. Tools may include the Ansell-Casey Life Skills Assessment, the Step TILP and may also include tools designed to assess career interests and aptitudes.
- Attend all county-mandated meetings, Adolescent Collaborative Action Team meetings, and other meetings as requested by the County.

C. Counseling and Crisis Intervention

- Provide trained staff to provide crisis counseling, intervention, and referral services to residents.
- All residents will be provided with referral for individual and group therapy.
- Provide 24-hour on-call crisis management back-up.

D. Permanency

- Identify and support efforts to reconnect/connect residents with responsible, caring relatives and adult mentors to establish a lifelong connection.

E. Education/Career Planning

- Ensure residents understand vocational and educational resources in their community.
- Require residents to work toward high school graduation, if applicable.
- Contractor will coordinate tours of community colleges and vocational training programs to expand their educational and or vocational training.
- Ensure residents are registered at and connected with a One-Stop employment center and that they are accessing workforce development opportunities and explore career opportunities.
- Assist residents in completion of financial aid forms.
- Ensure that residents set educational and vocational goals and complete FAFSA and Chaffee applications.

F. Financial Management

- Work with residents in opening a bank account and ensure they are maintaining a savings account.
- Work with residents on budgeting and financial planning.

G. Support Meetings

- Each resident will participate in individual and group meetings with support staff. Initially, they will be expected to participate in weekly individual meetings and weekly group learning and experiential education activities. As they demonstrate success with interdependent living, the need for individual and group meetings may be diminished.

These meetings serve to reinforce growth, support transitioning to adulthood, and provide education in a variety of areas to promote positive development. The individual and group meetings may include the following topics:

- Employment and job readiness skills
- Daily living skills
- Financial literacy skills
- Survival skills
- Choices and consequences skills
- Interpersonal skills
- Computer skills
- Plus continuing education, financial aid, training, and professional development

H. Recreation

- Develop volunteer and recreational, structured activities while developing long – term employment and educational activities.
- Plan and coordinate monthly get-togethers to create a sense of community such as barbecue, potlucks, movie nights, etc. Plan and support other recreational activities. Public transportation will be utilized as much as possible. If not available, StarVista will provide transportation to recreational events.

I. Advanced independent living skill training

- Contractor will define skills based on the Step-TILP and meet monthly to chart progress on the TILP domains with each resident. They will experience the hands-on application of their Independent Living Program (ILP) training.

J. Utilities

- Pay for all utilities, business telephone usage, networking costs. Residents will be encouraged to use their own cell phone for personal business.

II. County's Responsibilities

- A. Twice a year, County shall inspect the Triplex facility and assess for major structural upkeep such as roof, electrical, sewer and water line, HVAC, heater, windows.
- B. It is understood that all purchases made by the County will become the property of the County and may not be transferred or sold by the Contractor.
- C. Provide referrals to the THP-Plus Program.

III. Payment Schedule

In full consideration of services rendered in accordance with the terms of this Agreement, the County shall pay the Contractor in the following manner unless otherwise authorized by the Director of the Human Services Agency or her designee.

1. Contractor will submit monthly invoices based on occupancy for services rendered as described in Exhibit B1. Payment shall be made within 30 working days after approval by the Human Services Agency Program Manager.
2. Contractor shall be paid at the rate of \$2,350 per youth per month. Partial months shall be pro-rated. The County reserves the right to adjust the afore-mentioned rate during the term of the Agreement if program needs and/or priorities change.
3. Contractor shall be paid at the rate of \$600 per empty bed per month. Partial months shall be pro-rated.
4. Invoices shall be sent to: Sandra Razo, County of San Mateo, Human Services Agency, 1 Davis Drive, Belmont, CA 94002. Payments shall be made within 30 working days upon receipt of Contractor's invoice.
5. Funding shall be allocated in the amount of **TWO HUNDRED FIFTY THREE THOUSAND EIGHT HUNDRED DOLLARS (\$253,800) for FY 2014-15.**
6. **Payment for Cost of Living Adjustments (COLA) will be as follows upon receipt of an invoice:**

FY 2013-14 - \$	3,807.00
FY 2014-15 - \$	<u>7,614.00</u>
Total -	\$11,421.00

7. In no event shall the contract total **exceed ONE MILLION TWENTY SIX THOUSAND AND SIX HUNDRED TWENTY ONE DOLLARS (\$1,026,621)** for the term of the Agreement. County shall have the right to withhold payment if County determines that the quantity or quality of work performed is unacceptable.
8. Provision of services is subject to availability of State funds and acceptable program performance. In the event that the County does not receive the adequate THP-Plus funding from the State, the contract will be re-negotiated.
9. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
10. If the County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

IV. Program Monitoring

- A. Contractor agrees to provide an annual report, by **July 30, 2015 for FY 2014-15**, addressing the following outcomes:

Goal 1: The THP Plus Program will assist emancipated foster youth to secure housing.

Measure 1: Annually, 80% of the THP Plus enrolled youth will successfully maintain their residence at the Triplex and transition into stipend assisted or independent living.

Goal 2: The THP Plus Program will increase the employability of emancipated youth.

Measure 1: 75% of the residents at the Triplex THP Plus Program will increase their income within one year of entering the program.

Goal 3: The THP Plus Program will encourage emancipated foster youth to further their educational goals.

Measure 1: Annually, 75% of the participants in or exiting the program will obtain their high school diploma or equivalent if not high school graduates upon entry.

Measure 2: Within 60 days of occupancy, at least 85% of the residents will be productively engaged in education and/or employment. Plan to be approved by Program Manager.

Goal 4: The THP Plus Program will assist emancipated youth in connecting to health care services and other community-based resources.

Measure 1: 90% of the THP Plus participants in the Triplex will be enrolled in Medi-CAL or other private/public health insurance program.

Measure 2: 90% of the residents will obtain information about community services such as food banks, food stamps, legal services, financial aid programs, and individual development accounts.

Goal 5: The THP Plus Program will prepare the youth for self-sufficiency.

Measure 1: 90% of the participants graduating from the program will make significant progress toward their Step TILP prior to completion of the program. Significant progress is measured as reaching 75% of their established Step TILP goals and improvement in more than one area on their Ansell-Casey Life Skills Assessment.

Measure 2: After 12 months of completing the program, 85% of participants will continue to live in a safe and stable living environment.

- B. Contractor will be responsible for submitting a monthly occupancy report, on a template to be provided for by HSA, as an invoice and a quarterly report based on the above Measures. This report can be sent via fax or e-mail to the HSA Program Manager or contract monitor.
- C. Contractor will submit Quarterly Activity and Narrative Reports to be due on the following dates:

FY 2014-15

October 15, 2014

January 15, 2015

April 15, 2015

July 08, 2015

Narrative report will show program's performance against above goals and measures. Quarterly reports will be submitted at the following address:

Human Services Agency
Sandra Razo, Contract Monitor
1 Davis Drive
Belmont, CA 94002.

- D. Contractor will prepare and submit to County's Human Services Program Manager an annual report of actual budget costs. This report will be submitted within 90 days after the end of each fiscal year.
- E. Contractor will submit a financial audit to the Contract Monitor as soon as it becomes available.
- F. The Human Services Agency Contract Monitor will conduct site visits during the term of the Agreement to review all aspects of program operations and review Contractor's documentation related to required reports. These site visit will be arranged in advance with the Director of StarVista.