

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

THIS SECOND 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, on June 25, 2008, the Board of Supervisors approved Resolution 069536 in the amount of \$247,050 for the term June 25, 2008 through June 30, 2009 for the purpose of performing the professional services for the Human Services Agency, Children and Family Services Division, hereinafter described, provision of Transitional Housing Program Plus (THP-Plus) to post emancipated foster youth; and

WHEREAS, on June 23, 2009, the Board of Supervisors approved Resolution 070249 an Amendment to the Agreement to extend the term of the Agreement to June 30, 2010 and add fund in the amount of \$253,800 for a total of \$500,850 for the continuation of Transitional Housing Program Plus (THP-Plus) services to post emancipated foster youth; and

WHEREAS, the parties wish to further amend the Agreement to extend the term by one (1) year to June 30, 2011 and increase the amount by \$253,800 for services under the Triplex Facility for a new total Agreement obligation of \$754,650.

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

1. Section 1: Exhibits is hereby amended to read as follows:

Exhibit A: Revised 07/09 Triplex Facility- Program Description

Exhibit B1: Transitional Housing Program –Plus, Triplex Facility – Scope of Work, Payment Schedule and Program Monitoring

Exhibit F: Compliance 504 Form

Exhibit G Contractor's Declaration Form

Exhibit H: Child Abuse Prevention and Reporting

Exhibit I: Fingerprinting Certification Form

2. 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 "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "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 **SEVEN HUNDRED FIFTY FOUR THOUSAND SIX HUNDRED FIFTY DOLLARS, (\$754,650) for the term of the Agreement.**

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **June 25, 2008 through June 30, 2011.**

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. Exhibit B revised 07/09 is hereby deleted and replaced in its entirety by Exhibit B1 which is attached hereto and incorporated by reference herein.
5. **All other terms and conditions of the Agreement dated June 25, 2008 and Amendment dated June 23, 2009, 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, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

YOUTH AND FAMILY ENRICHMENT SERVICES
Michael Garb, Chief Executive Officer

Contractor's Signature

Date: _____

**YOUTH AND FAMILY ENRICHMENT SERVICES
Transitional Housing Program -Plus Triplex Facility
SCOPE OF WORK, PAYMENT SCHEDULE, PROGRAM MONITORING
June 25, 2008 through June 30, 2011**

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 on a nightly basis. Additional staff coverage will be provided during peak times (2-10p.m.) that residents are present; including weekend, afternoon and evening coverage at least five (5) days per week but at capacity, seven 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 residents 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.
- 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 who will 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 meetings 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 meeting 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 longer –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, YFES 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 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 \$400 per empty bed per month. Partial months shall be pro-rated.
4. Invoices shall be sent to: Lisa Randall, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Payments shall be made within two weeks upon receipt of Contractor's invoice.
5. In no event shall the total exceed **TWO HUNDRED FORTY SEVEN THOUSAND FIFTY DOLLARS (247,050)** for FY 2008-09, **TWO HUNDRED FIFTY THREE THOUSAND EIGHT HUNDRED DOLLARS (\$253,800)** for FY 2009-10 and **TWO HUNDRED FIFTY THREE THOUSAND EIGHT HUNDRED DOLLARS (\$253,800) FOR FY 2010-11** for the Triplex facility for the term of the Agreement and County shall have the right to withhold payment if County determines that the quantity or quality of work performed is unacceptable.
6. 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.
7. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
8. 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 March 1, 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 and are due on September 15, 2009; December 15, 2009; March 15, 2010; June 15, 2010, **September 15, 2010; December 15, 2010; March 15, 2011; June 15, 2011** Narrative report will show program's performance against above goals and measures. Quarterly reports will be submitted at the following address:

Human Services Agency
Lisa Randall, Contract Monitor
400 Harbor Blvd. Bldg. B
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 visit during the term of the Agreement to review all aspects of program operations and review Contractor's documentation related to required reports. This site visit will be arranged in advance with the Director of YFES.