

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

THIS 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, on June 5, 2018 the parties entered into an agreement (the "Agreement") for Contractor to provide County with child abuse prevention services in the service areas of Daly City, San Bruno, San Mateo, and South San Francisco for the term of July 1, 2018 to June 30, 2019, for a total amount not to exceed \$250,000; and

WHEREAS, on June 4, 2019 the parties amended this agreement to extend the service area to include Half Moon Bay, El Granada, Montara, and Moss Beach, extend the term through June 30, 2020 and increased the total amount of the Agreement by \$310,000 for a revised amount not to exceed \$560,000; and

WHEREAS, the parties wish to amend the Agreement to extend the term through June 30, 2021 and increase the total amount of the Agreement by \$310,000 for a revised amount not to exceed \$870,000.

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

1. Section 1. Exhibits and Attachments, paragraph 1 of the Agreement is amended to read as follows:

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

Exhibit A – Services  
Exhibit B – Payments Schedule  
Exhibit B1 (rev. 2020) – Budget  
Exhibit C – Reporting and Monitoring Requirements  
Exhibit D – Fingerprinting  
Exhibit E – Child Abuse Reporting  
Exhibit H – Grant Requirements

Attachment F – Fingerprinting Certification  
Attachment I – 504 Compliance  
Attachment P – Personally Identifiable Information

2. Section 3. Payments, paragraph 1 of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibits A and C, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **EIGHT HUNDRED AND SEVENTY THOUSAND DOLLARS** (\$870,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Section 4. Term, paragraph 1 of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2018 through June 30, 2021.

4. Section 18. Notices, paragraph 2 of the Agreement is amended to read as follows:

In the case of County, to:  
Name/Title: John Fong, Director, Children and Family Services  
Address: 1 Davis Dr. Belmont, CA 94002  
Telephone: (650) 802-3390  
Email: jfong@smcgov.org

5. Section 28. Audit, paragraph 2 of the Agreement is amended to read as follows:

A copy shall be submitted to:  
County Representative  
Attn:  
John Fong, Director, Children and Family Services  
1 Davis Dr. Belmont, CA 94002

6. **Exhibit A** to the Agreement, Section **A. General Description of Services** is amended to read as follows:

- 1) Contractor will provide parent education and short-term clinical services to families with children ages 0-18. Services are intended to be preventative and should be provided to those families who are not already engaged with community services through school-based family resource centers (FRCs).

However, if the Big Lift Inspiring Summers or other summer program is held at an FRC site, the contractor may still serve families at this site that are not already receiving FRC services.

- 2) Eligibility determination: Contractor will determine eligibility for services under this Agreement based on the needs of the families referred from the Human Services Agency's Children and Family Services

**7. Exhibit A** to the Agreement, Section C. **Services Delivery Locations and Hours** is amended to read as follows:

- 1) All services will be made available to families through in-home delivery. "In-home" delivery are services provided to the clients at their home residence (temporary or permanent) or at an agreed upon place outside of the home residence. If the family or Contractor's staff identify a safety concern or logistical concern that would prevent in-home delivery services, client and Contractor will develop an alternative service delivery area.
- 2) Services will be available on days and times that are convenient for the families, including evenings. Weekends will be made available for parent/caregiver workshops and/or resources fairs as needed.
- 3) Services that involve more than one family, or any group services as part of this Agreement, will take place in a universally accessible location within the neighborhood of the clients.

**8. Exhibit B** to the Agreement, Section A. Invoices, paragraph 1) is amended to read as follows:

Contractor will invoice County monthly for reimbursement and disbursements for actual costs incurred in the performance of this Agreement based on the budget shown in **Exhibit B1 (rev. 2020)**. Invoices must include invoice number; date; Agreement number; cost incurred detailed by line item in reference to, but not limited to: salaries, fringe benefits, travel, equipment, supplies and any other functions or services included in the cost to perform services under this Agreement. Invoices must also include the cumulative amount to date.

**9. Exhibit B** under **General Payment Terms**, subpoints 6 and 7 are added as follows:

- 6) Revisions to the line-item budget to move funds within a budget category or between budget categories require prior written approval from County.
- 7) If the State allocation for the County's program sunsets or is reduced so that payments cannot be made in full, this Agreement shall automatically terminate unless both parties agree to a modification of the obligations under this Agreement. A reduction in funding cannot reduce monies already due to the Contractor on or before the effective date of the

termination of the Agreement.

10. **Exhibit B** to the Agreement, Section **B. Payments**, paragraph 1) is amended to read as follows:

County shall pay Contractor monthly for actual costs incurred based on the budget in **Exhibit B1 (rev. 2020)** upon receipt and approval of itemized invoices detailing costs and accompanying reports as reference in Exhibit C. County shall pay invoices upon receipt and approval, and in accordance with the terms of this Agreement and federal, state and local laws.

11. **Exhibit B** to the Agreement, Section **C. Total Agreement**, paragraph 2) is amended to read as follows:

2) In no event shall services, taxes and fees exceed the total Agreement obligation of EIGHT HUNDRED AND SEVENTY THOUSAND DOLLARS (\$870,000) for the term of the Agreement.

12. **Exhibit C** to the Agreement, Table 1 – Performance Measures, under **Community Impact Outcomes** is amended from FY19-20 Target to FY20-21 Target.

13. **Revised Exhibit B1 (3/25/19)** to the Agreement is replaced in its entirety with **Exhibit B1 (rev. 2020)** and is attached hereto.

14. **All other terms and conditions of the Agreement dated June 26, 2018 and amended June 4, 2019 between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: StarVista

<p>DocuSigned by: <i>Sara Larios Mitchell</i> 0AFBCADE7812431...</p>	<p>5/21/2020   9:19 AM PDT</p>	<p>Sara Larios Mitchell</p>
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit B1 (rev. 2020) – Budget**

StarVista  
Child Abuse Prevention Services  
July 1, 2020 – June 30, 2021

Program Name: Child Abuse Prevention				
FY 20-21				
Line Item	Total Program Budget	Funding Request (detail how funds will be spent per line item)		
<b>Revenue</b>				
Individual Contributions	\$ -			
Donations	\$ -			
Other Funding (various sources)	\$ 801,851			
<b>HSA funding (amount requested)</b>	\$ 310,000	\$ 310,000		
	\$ -			
<i>Other government contracts (list each contract/funding on it's own line- please add in more rows if needed)</i>				
In kind (facilities and maintenance)	\$ -			
In kind (other)	\$ -			
<b>Total Revenue</b>	\$ 1,111,851	\$ 310,000		
STAFFING DETAILS				
general units - units funded				
STAFFING DETAILS				
<b>Direct Personnel Expense</b>	<b>Full Cost</b>	<b>Cost to this Contract</b>	<b>% Attributed this Contract</b>	<b>cost for these FTE</b>
Program Management	\$ 75,168	\$ 37,584	50%	\$ 37,584
Supervision (evidence based practice model)	\$ 148,248	\$ 7,412	5%	\$ 7,412
Mental Health Clinicians	\$ 115,884	\$ 104,139	90%	\$ 104,139
Family Partner/Outreach	\$ 50,112	\$ 50,112	100%	\$ 50,112
Department Director	\$ 100,391	\$ 2,510	3%	\$ 2,510
CPO/Clinical Director	\$ 144,135	\$ 3,640	3%	\$ 3,640
Data	\$ 73,080	\$ 1,827	3%	\$ 1,827
Benefits (Direct Labor)	\$ 197,965	\$ 58,023		\$ 58,023
<b>subtotal personnel</b>	\$ 904,983	\$ 265,247		\$ 265,247
<b>Operating Expenses</b>				
Supplies/Telephone/Internet/Printing/Postage	\$ 4,400	\$ 3,000		
Employee Costs/Mileage Reimbursement/Training	\$ 4,600	\$ 2,000		
Facilities & Equipment: Office Rent/Maintenance/Utilities/Security	\$ 11,260	\$ 10,860		
Professional Services & Fees	\$ 350	\$ 200		
Client Costs: Rent/Utilities/Food/Transportation/Drug testing/Other	\$ 950	\$ 511		
Other/Misc.	\$ -			
<b>subtotal operating expenses</b>	\$ 21,560	\$ 16,571		
<b>Admin Expense</b>				
Administrative expense (note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)	\$ 185,309	\$ 28,182		
<b>subtotal admin expense</b>	\$ 185,309	\$ 28,182		
<b>Total Expenses</b>	\$ 1,111,851	\$ 310,000		