THIRD AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION

THIS AMENDMENT TO THE AGREEMENT, entered this date ______, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and California State University, Fresno Foundation hereinafter called "Contractor";

WITNESSETH:

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 28, 2022, the parties entered into an agreement (the "Agreement") for a term of July 1, 2022 to June 30, 2025, for a total obligation amount not to exceed \$960,951.60 to provide comprehensive Child Welfare Title IV-E training program services; and

WHEREAS, on January 19, 2023, the parties amended the Agreement ("First Amendment") to make budget breakdown changes to Exhibit B and Exhibit B2 with no change to the term and no change to the total obligation amount; and

WHEREAS, on February 25, 2025, the parties amended the Agreement ("Second Amendment") to roll over FY2023-24 unspent funds of \$143,061.12 for a new FY2024-25 allocation amount of \$400,263.12, with no change to the term and the total obligation amount remains \$960,951.60; and

WHEREAS, the parties wish to further amend the Agreement ("Third Amendment") to extend the term by two years for a new term of July 1, 2022 to June 30, 2027, and increase funding by \$711,957.60, for a new total obligation amount of \$1,672,909.20 to continue to provide Child Welfare Title IV-E training services.

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

1. Paragraph 3. **<u>Payments</u>** 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 in this Agreement and in Exhibit A, 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 **ONE MILLION SIX HUNDRED SEVENTY-TWO NINE HUNDRED NINE DOLLARS AND TWENTY CENTS** (\$1,672,909.20). 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. 2. Paragraph 4. <u>Term</u> is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 01, 2022 through June 30, 2027.

- 3. Exhibit A, I. A, bullet number 7 is hereby amended to read 20 hours of training each year that must include 6 hours of an ICPM practice behavioral category as identified by CDSS.
- 4. Exhibit A, B. IV. Outcome Objectives is hereby amended to read as follows:

Beyond guaranteeing that the minimum number of participant hours for CFS staff is provided, it is essential to ascertain whether the new skills, concepts, tools, knowledge, or policies and procedures are practiced in the workplace. The quality and relevance of the training as perceived by the participants is one measurement to ensure that this transfer of learning occurs. Participant evaluations on the usefulness of the training will be completed at the end of each training event. Successful evaluations will indicate that of those surveyed 95% will indicate they have a better understanding of the topics covered and will rate their overall satisfaction of the instruction at 3 or higher (based on a 4-point scale). This measure (%) will be based on the total/average survey responses for all classroom trainings provided each year.

5. Exhibit A, paragraph D. Events, item II. Deliverables is hereby amended to include FY2025-26 and FY2026-27 and reads as follows:

| | FY 2025-26 | FY 2026-27 |
|--|--------------|--------------|
| Blended Learning: | 68 days or | 68 days or |
| | \$285,260 | \$285,260 |
| Classroom Training, Field-based | | |
| Training/Coaching, Technical Assistance, | | |
| and related services | | |
| Curriculum Development | \$3,750 | \$3,750 |
| All Staff Training | \$6,000 | \$6,000 |
| LCSW Clinical Supervision | 104 hours or | 104 hours or |
| | \$34,600 | \$34,600 |

6. Exhibit B, paragraph B. Budget/Obligation Amounts per fiscal year is hereby amended to include FY 2025-26 an FY 2026-27 and reads as follows:

B. Budget/Obligation Amounts Per Fiscal Year

 For FY22-23 and FY23-24, training hours were delivered as separate line items as identified below with different modalities for Classroom Training, Field Based Training/Coaching, and Technical Assistance. For FY24-25 and beyond, the hours will be used interchangeably at the same rate to allow for flexibility in the modality of training delivery to adapt to the ongoing learning needs of the County. The budget for Blended Learning for FY 2022-2025 is at a per day rate of \$3,896. In accordance with BAA's updated rates, the budget for Blended Learning for FY 2025-2027 is at a per day rate of \$4,195. The budget is inclusive of all staffing, independent contractors, and training support activities described in this Agreement's Exhibit A.

- 2. The budget for LCSW Supervision is at a per day rate of \$2,000 inclusive of all staffing, independent contractors, and training support activities described in this Agreement's Exhibit A.
- The total Indirect budget for this category at 8% is \$123,919.20. The budget for this category in FY22-23 is \$24,038.88, in FY23-24 is \$17,493.60, in FY24-25 is \$29,649.12, and in FY25-26 and FY26-27 is \$26,368.80 each (as identified in Exhibit B).
- 4. Total Indirect Foregone (Match Contribution of 11%) of \$170,388.90. The breakdown of indirect costs in FY22-23 is \$33,053.46, in FY23-24 is \$24,053.70, in FY24-25 is \$40,767.54, and in FY25-26 and FY26-27 is \$36,257.10 each (as identified in Exhibit B). Forgoing these costs supports the contract and are not a charge to the County.
- 5. Budget/Obligation Amounts

| FISCAL YEAR | TOTAL |
|--------------|-----------------|
| FY 2022-2023 | \$ 324,524.88 |
| FY 2023-2024 | \$ 236,163.60 |
| FY 2024-2025 | \$ 400,263.12 |
| FY 2025-2026 | \$ 355,978.80 |
| FY 2026-2027 | \$ 355,978.80 |
| Total Cost | \$ 1,672,909.20 |

| FISCAL YEAR 2022-2023 | UNITS (days) | DAILY RATE | |
|---|-----------------|---------------|--------------|
| Classroom Training | 25 | \$3,896.00 | \$97,400.00 |
| Field Based Training/Coaching | 36 | \$3,896.00 | \$140,256.00 |
| Clinical Supervision | 17.3 | \$2,000.00 | \$34,600.00 |
| All staff training event | | | \$5,000.00 |
| Curriculum Development | | | \$3,750.00 |
| Technical Assistance | 5 | \$3,896.00 | \$19,480.00 |
| Total Direct Costs | | | \$300,486.00 |
| Indirect @ 8% | | | \$24,038.88 |
| Total Project Cost | | | \$324,524.88 |
| | | | |
| Indirect Foregone (Match Contribution of 11%) | | | \$33,053.46 |

| FISCAL YEAR 2023-24 | UNITS (days) | DAILY RATE | |
|----------------------------------|-----------------|---------------|--------------|
| Classroom Training | 29 | \$3,896.00 | \$112,984.00 |
| Field Based Training/Coaching | 14 | \$3,896.00 | \$54,544.00 |
| Clinical Supervision | 17.3 | \$2,000.00 | \$34,600.00 |
| All staff training event | | | \$5,000.00 |

| Curriculum Development | | | \$3,750.00 |
|---|---|------------|--------------|
| Technical Assistance | 2 | \$3,896.00 | \$7,792.00 |
| Total Direct Costs | | | \$218,670.00 |
| Indirect @ 8% | | | \$17,493.60 |
| Total Project Cost | | | \$236,163.60 |
| Indirect Foregone (Match Contribution of 11%) | | | \$24,053.70 |

| FISCAL YEAR | UNITS | DAILY | |
|--|--------|-------------|--------------|
| 2024-2025 | (days) | RATE | |
| Blended Learning | (ddj0) | | |
| Classroom Training, Field Based Training/Coaching, Technical Assistance, and other related services | 84 | \$3,896.00 | \$327,264.00 |
| Clinical Supervision | 17.3 | \$2,000.00 | \$34,600.00 |
| All staff training event | | | \$5,000.00 |
| Curriculum Development | | | \$3,750.00 |
| Total Direct Costs | | | \$370,614.00 |
| Indirect @ 8% | | | \$29,649.12 |
| Total Project Cost | | | \$400,263.12 |
| Indirect Foregone (Match Contribution of 11%) | | \$40,767.54 | |

| FISCAL YEAR 2025-2026 | UNITS (days) | DAILY RATE | |
|--|-----------------|---------------|--------------|
| Blended Learning | | | |
| Classroom Training, Field Based Training/Coaching, Technical Assistance, and other related services | 68 | \$4,195.00 | \$285,260.00 |
| Clinical Supervision | 17.3 | \$2,000.00 | \$34,600.00 |
| All staff training event | | | \$6,000.00 |
| Curriculum Development | | | \$3,750.00 |
| Total Direct Costs | | | \$329,610.00 |
| Indirect @ 8% | | | \$26,368.80 |
| Total Project Cost | | | \$355,978.80 |
| Indirect Foregone (Match Contribution of 11%) | | \$36,257.10 | |

| FISCAL YEAR 2026-2027 | UNITS (days) | DAILY RATE | |
|--|-----------------|---------------|--------------|
| Blended Learning | _ | | |
| Classroom Training, Field Based Training/Coaching, Technical Assistance, and other related services | 68 | \$4,195.00 | \$285,260.00 |
| Clinical Supervision | 17.3 | \$2,000.00 | \$34,600.00 |
| All staff training event | | | \$6,000.00 |
| Curriculum Development | | | \$3,750.00 |
| Total Direct Costs | | | \$329,610.00 |
| Indirect @ 8% | | | \$26,368.80 |
| Total Project Cost | | | \$355,978.80 |
| Indirect Foregone (Match Contribution of 11%) | | \$36,257.10 | |

5. Exhibit B, paragraph A item 2., the payment term County Administrative address shall read as follows

500 County Center, Floor 2, Redwood City, CA 94063.

6. All other terms and conditions of the Agreement dated June 28, 2022, and the subsequent Amendments dated January 19, 2023 and February 25, 2025, 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: CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION

| Signed by: 12B6FCEA2F744C4 | 3/12/2025 |
|--|-----------|
| Jason A. Bush, Interim AVP, Research & Sponsored Programs | Date |
| Signed by: Ncole Lane 789FFF2AB8824C9 | 3/13/2025 |
| Nicole Lane, Executive Director of Auxiliary Services | Date |

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board