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

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this <u>27</u> day of

<u>August</u>, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"

and StarVista, hereinafter called "Contractor";

$\underline{W} | \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

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 October 17, 2023, the parties entered into an agreement (the "Agreement") for a term of October 1, 2023 to June 30, 2024 for a total obligation amount not to exceed \$1,291,164 for the purpose of providing child abuse prevention services including general education and outreach, parent education, and short-term clinical services; and

WHEREAS, on June 21, 2024, the parties entered into a director-level amendment ("First Amendment") to extend the term by 12 months for a new term of October 1, 2023 to June 30, 2025 and increase funding by \$25,000 for a new total obligation amount of \$1,316,164 to continue providing services until a Board-level amendment could be completed; and

WHEREAS, the parties wish to amend the Agreement to increase the total obligation amount by \$1,693,252 for a new total obligation amount of \$3,009,416 to cover the cost to continue providing child abuse prevention services for the additional year added under the First Amendment.

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

1. Section 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 Exhibits A, A1, C, and Attachments D, F, H, I and P, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and B1. 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 **THREE MILLION NINE THOUSAND FOUR HUNDRED SIXTEEN DOLLARS** (\$3,009,416). 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. Exhibit A paragraph IV. 1. a. is hereby amended to read as follows:

One clinician will be available at each of the following schools four days per week: Bayshore Elementary School, Belle Haven Elementary School, Costaño Elementary School, Hoover Elementary School, Kennedy Middle School, LEAD Elementary School, Martin Elementary School, Sunset Ridge Elementary School, Taft Elementary. At the request of the schools, one clinician will be available at Belle Air Elementary School three days a week and one clinician will be available at Woodrow Wilson Elementary School two days a week.

3. Exhibit A, paragraph IV. 2. a. is hereby amended to read as follows:

Contractor will assign 1.6FTE clinician to work with families that are not affiliated with the identified schools. This clinician will perform outreach to communities and provide short-term clinical services to families.

- **4.** Exhibit A's paragraph V. item g. ii. referencing Measure K funds is hereby removed.
- 5. Exhibit B1's budget is amended to include a FY2024-25 budget and is attached hereto.
- **6.** Exhibit C's paragraph III. Measure K reporting is hereby removed.
- **7.** Exhibit C's performance measures will apply to the extended term under the First Amendment FY 2024-25 (a period of 12 months).
- **8.** Attachment A is hereby replaced in its entirety and is attached hereto.
- **9.** All other terms and conditions of the Agreement dated October 17 2023, and subsequent First Amendment dated June 21, 2024, between the County and Contractor shall remain in full force and effect.

Amendment Template Version May 2021

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

For Contractor: STARVISTA

DocuSigned by: Sara Mitchell, Ph.D.

7/29/2024 | 10:50 AM PDT

Sara Mitchell, Ph.D.

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

Resolution No. 080599

President, Board of Supervisors, San Mateo County

Date: August 27, 2024

ATTEST:

plage

By:

Clerk of Said Board

<u>Exhibit B1</u>

Direct Personnel Expense		Full Cost	Cost to this Contract
Program Director	\$	16,942	\$ 16,942
Program Manager	\$	85,608	\$ 85,608
Program Coordinator	\$	79,344	\$ 79,344
MH Clinician-Daly City-Bayshore (4 days)	\$	59,904	\$ 59,904
MH Clinician-Daly City-Woodrow Wilson (2 days)	\$	29,952	\$ 29,952
MH Clinician-Pacifica-Sunset Ridge (4 days)	\$	59,904	\$ 59,904
MH Clinician-Ravenswood-Castano (3 days)	\$	44,928	\$ 44,928
MH Clinician-Menlo Park-Belle Haven (4 days)	\$	59,904	\$ 59,904
MH Clinician-Redwood City-Taft (4 days)	\$	59,904	\$ 59,904
MH Clinician-Redwood City-Hoover (4 days)	\$	59,904	\$ 59,904
MH Clinician-Redwood City-Kennedy (4 days)	\$	59,904	\$ 59,904
MH Clinician-San Bruno-Belle Air (3 days)	\$	44,928	\$ 44,928
MH Clinician-San Mateo LEAD (4 days)	\$	59,904	\$ 59,904
MH Clinician-South San Francisco-Martin (4 days)	\$	59,904	\$ 59,904
MH Clinician-Home Visiting/Pre-School/Daycare	\$	75,168	\$ 75,168
MH Clinician – Home Visiting/Pre-School/Daycare (created from the 4	~	50.004	50.004
days less MH Clinician in the schools)	\$	59,904	\$ 59,904
Supervision (11 clinicians)	\$	34,440	\$ 34,440
Family Partner (Case Mgmt Work) - 5 days in schools	\$	64,480	\$ 64,480
Family Partner (Case Mgmt Work) - 5 days in schools	\$	64,480	\$ 64,480
Family Partner (Case Mgmt Work) - 2 days in schools, 3 days in	4	64 400	64.400
community	\$	64,480	\$ 64,480
Benefits (28%)	\$	320,288	\$ 320,288
subtotal personnel	\$	1,464,174	\$ 1,464,174
Operating Expenses			
Supplies/Telephone/Internet/Printing/Postage	\$	14,250	\$ 14,250
Employee Costs/Mileage Reimbursement/Training	\$	9,400	\$ 9,400
Facilities & Equipment: Office Rent/Maintenance/Utilities/Security	\$		\$ 70,215
Client-Related Costs	\$	4,009	\$ 4,009
subtotal operating expenses	\$	97,874	\$ 97,874
Admin Expense			
Administrative expense - 10% , as allowed	\$	312,410	\$ 156,204
subtotal admin expense	\$	312,410	156,204
Total Expenses	\$	1,874,458	\$ 1,718,252