

**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 December 5, 2017 the parties entered into an Agreement to provide Differential Response (DR) services in San Mateo County's North, Central and Coastal Regions for a total obligation amount of \$846,907, and for the term of December 6, 2017 through December 5, 2018; and

WHEREAS, the parties wish to amend the Agreement increasing the funding by \$1,153,407 for a new total obligation amount of \$2,000,314, and increasing the term through December 5, 2019 to continue to provide DR services and is expanding its services to include the Southern Region.

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

1. **All references in the Agreement dated December 5, 2017 made to PPatel@smcgov.org are hereby replaced by GBeasley@smcgov.org.**
2. **Paragraph 1. Exhibits is hereby amended to read as follows:**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Services
Exhibit B – Payments and Rates (revised 12/2018)
Exhibit C – Outcomes and Reporting Requirements
Exhibit C1 – Budgets (revised 12/2018)
D – Child Abuse Prevention and Reporting
Attachment A – Fingerprinting Certification
Attachment I-§504 Compliance
Attachment P – Personally Identifiable Information

3. Paragraph 2. Services to be performed by Contractor is hereby amended to read as follows:

In consideration of the payments set forth in this Agreement, Exhibit C, and Exhibit C1 (revised 12/2018), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

4. Paragraph 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 in this Agreement and in Exhibits A, and B, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits C and C1. 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 **TWO MILLION THREE HUNDRED FOURTEEN DOLLARS** (\$2,000,314). 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.

5. Paragraph 4. Term is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 6, 2017 through December 5, 2019.

6. Exhibit A – Services paragraph A. Coverage Area, Location, and Hours of Service item 1 is hereby amended to include the Southern Region and the following cities:

- g. Redwood City**
- h. Menlo Park**
- i. East Palo Alto**

7. Exhibit A –Services, paragraph F. Community Outreach and Education, and Support item 1 is hereby amended to read as follows:

Contractor will provide the community with four support groups aimed to provide families in the community with information related to positive discipline, domestic violence, trauma, etc. These support groups are designed to educate families who may be at-risk for future entry into child welfare, and to prevent entry/**re-entry** into the child welfare system.

8. **Exhibit B – Outcomes and Reporting Requirements performance table hereby reads as follows:**

Community Impact (<i>Who benefitted as a result, and how?</i>)	FY 2018-19 Target	FY 2019-20* Target
Percentage of families receiving DR services under this Agreement that will have no substantiated re-referral of abuse or neglect within twelve months of intervention.	96%	97%
Qualitative Measure (<i>How well was it done?</i>)		
Based on a joint provider-family assessment, the percentage of engaged families who have completed a pre- and post- family assessment demonstrating improvement in overall family functioning as shown by completed attainment of service plan goals.	90%	91%
Quantitative Measures (<i>How much was done?</i>)		
Minimum number of families who will be engaged in differential response services; Paths 1, 2 or 4. (<i>Engagement is defined as a family completing the Pre-FAST and receiving at least one community resource related to the reason for referral.</i>)	236	120
Percentage of families referred that will receive differential response services. (<i>This measure includes both those families who are engaged in services and those who received only information/referral.</i>)	83%	84%
Average number of hours each engaged family will receive of case management services each month.	4.6	4.6

**Measure tracks services for 5 months, from July 1, 2019 to December 5, 2019*

8. **Exhibit C1 – Budget (revised 12/2018) hereby replaces the original Exhibit C1 in its entirety and is attached hereto.**
9. **All other terms and conditions of the agreement dated December 5, 2017, 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**

<small>DocuSigned by:</small> <i>Sara Mitchell, Ph.D.</i> <small>0AFBCADE7812431...</small>	<u>10/30/2018 10:33 AM PDT</u>	<u>Sara Mitchell, Ph.D.</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit C – Payment Schedule (revised 12/2018)

In consideration of the services provided by Contractor described in Exhibit A, Exhibit B and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

General Payment Terms

- A. County shall have the option to adjust funds across line items as shown in Exhibit C1 to meet its program goals, as agreed upon by both parties and approved by the County in writing as long as it does not exceed the total Agreement obligation.
- B. County shall have the right to adjust, modify or add related services to meet its program goals and adjust costs as agreed upon by both parties, and approved by County in writing, as long as it does not exceed the total Agreement obligation.
- C. The County reserves the right to withhold payments if County determines that the quality or quantity of the work performed is unacceptable.
- D. If the County determines to withhold payment due to non-performance, County shall issue a corrective action plan. The corrective action plan will outline how to correct services and the Contractor shall respond to the plan within 10 business days.
- E. All services performed by Contractor must support the scope of work described in Exhibit A and the terms and conditions of this Agreement. Services performed that are not in compliance with the Agreement may be deemed by the County as disallowed costs. The County is not obligated to pay for disallowed costs. In addition, Contractor is not entitled to payment for services shown in the Agreement that are not performed or completed.

Method and Rate of Payment

- F. Contractor will invoice County monthly, for actual costs incurred, for services shown in Exhibit A and based on the budget shown in Exhibit C1. Invoices will be itemized and will include detailed accounting, receipts, and any required reports shown in Exhibit B.
- G. County shall have the option to adjust funding across line items in the budget shown in Exhibit C1 and across fiscal years to meet its program goals as agreed upon by both

parties and approved by the County in writing as long as it does not exceed the total agreement obligation.

- H. Invoices shall be sent to the Children and Family Services Contract Manager (gbeasley@smcgov.org) with a copy to the Administrative Secretary (Jtran@smcgov.org).
- I. Due to the fiscal year-end closure, the invoice for services under this Agreement for services rendered in the month of June shall be submitted to County by July 3rd for each year.
- J. County shall pay Contractor upon receipt and approval of invoices, accounting documentation and reports.
- K. In no event shall all services, taxes, and fees exceed the total amount of the contract obligation of **TWO MILLION THREE HUNDRED FOURTEEN DOLLARS** (\$2,000,314).

Exhibit C1 – Budgets (revised 12/2018)

12/6/17-12/5/18 Budget		
Expense		
Direct Personnel Expense	Full Cost	Cost to this Contract
Program Manager	\$ 74,880	\$ 71,136
Program Coordinator	\$ 60,552	\$ 60,552
Intake Coordinator	\$ 56,376	\$ 56,376
Clinical Supervisor	\$ 73,080	\$ 7,893
Aftercare Case Managers	\$ 51,156	\$ 51,156
Case Managers	\$ 259,579	\$ 259,597
Department Director	\$ 85,367	\$ -
Benefits (Direct Labor)	\$ 178,472	\$ 144,881
subtotal personnel	\$ 839,462	\$ 651,591
Operating Expenses		
Supplies	\$ 9,600	\$ 9,600
Rent	\$ 37,000	\$ 37,000
Utilities	\$ 750	\$ 750
Phones	\$ 10,000	\$ 10,000
Mileage Reimbursement	\$ 18,000	\$ 18,000
Materials/Printing	\$ 450	\$ 450
Equipment	\$ 1,250	\$ 1,250
Training	\$ 6,000	\$ 6,000
Client Costs: Group Incentives, Support for Families	\$ 600	\$ 600
Miscellaneous	\$ 1,200	\$ 1,200
subtotal operating expenses	\$ 84,850	\$ 84,850
Admin Expense		
Administrative expense <i>(note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)</i>	\$ 184,862	\$ 110,466
subtotal admin expense	\$ 184,862	\$ 110,466
Total Expenses	\$ 1,109,174	\$ 846,907

Exhibit C1 – Budgets (revised 12/2018, continued)

12/6/2018-12/5/2019 Budget			
Expenses		FY 2018-19	FY 2019-20
	Full Cost	Cost for 12/06/18 - 06/30/19	Cost for 07/01/19 - 12/5/19
Direct Personnel Expense			
Program manager	\$ 70,016	\$ 39,440	\$ 30,576
Supervision	\$ 10,400	\$ 6,032	\$ 4,368
Program Coordinator	\$ 61,194	\$ 34,986	\$ 26,208
Intake Coordinator	\$ 54,953	\$ 31,366	\$ 23,587
Case Managers (9)	\$ 449,279	\$ 260,582	\$ 188,697
Mental Health Clinician	\$ 56,160	\$ 32,573	\$ 23,587
Department Director	\$ 100,006	\$ 5,800	\$ 4,200
CPO/Clinical Director	\$ 130,000	\$ 3,770	\$ 2,730
Data/QM	\$ 70,720	\$ 1,641	\$ 1,188
Benefits (Direct Labor)	\$ 270,737	\$ 112,371	\$ 82,388
subtotal personnel	\$ 1,273,465	\$ 528,561	\$ 387,529
Operating Expenses			
Supplies/Telephone/Internet/Printing/Postage	\$ 32,285	\$ 18,000	\$ 14,285
Startup Costs (for Southern Region)	\$ 11,800	\$ 11,800	\$ -
Employee Costs/Mileage Reimbursement/Training	\$ 28,857	\$ 16,000	\$ 12,857
Facilities & Equipment: Office Rent/Maintenance/Utilities/Security	\$ 47,710	\$ 27,813	\$ 19,897
Client Costs: Incentives/Food/Transportation/Other	\$ 10,000	\$ 5,000	\$ 5,000
Other/Misc.	\$ 1,810	\$ 986	\$ 824
subtotal operating expenses	\$ 132,462	\$ 79,599	\$ 52,863
Admin Expense			
Administrative expense (<i>note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting</i>)	\$ 281,185	\$ 60,816	\$ 44,039
subtotal admin expense	\$ 281,185	\$ 60,816	\$ 44,039
Total Expenses	\$ 1,687,112	\$ 668,976	\$ 484,431
Total Expenses for 12/6/18-12/5/2019		\$1,153,407	