

**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, the parties entered into an Agreement to provide foster youth educational support services on September 4, 2018 in the amount of \$309,000 for the term of September 1, 2018 through August 31, 2019; and

WHEREAS, on September 17, 2019, the parties entered into an amendment to the Agreement to add \$309,000 in funds for a revised amount not to exceed \$618,000 and an extended term of one year to end on August 31, 2020; and

WHEREAS, the parties wish to amend the Agreement to replace Revised Exhibit B1 (June 2019) with Revised Exhibit B1 (July 2020), extend the term one year to end on August 31, 2021, and add \$309,000 in funds for a revised not to exceed amount of \$927,000.

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

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

- Exhibit A – Services
- Exhibit B – Payments and Rates
- Revised Exhibit B1 (July 2020) – Budget
- Exhibit C – Performance Measures and Reporting
- Exhibit D – Child Abuse Prevention and Reporting
- Exhibit E – Fingerprinting Certification Form
- Attachment 1 – § 504 Compliance

2.

Section **2. Exhibits and Attachments** of the Agreement is amended to read as follows:

In consideration of the payments set forth in this Agreement and in Exhibit B and Revised Exhibit B1 (July 2020), Contractor will perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A and Revised Exhibit C (July 2020).

3.

Section **3. Payments** 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 Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and Revised Exhibit B1 (June 2019). 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 NINE HUNDRED TWENTY-SEVEN THOUSAND DOLLARS (\$927,000). 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.

4.

Section **4. Term** 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 September 1, 2018 through August 31, 2021.

5.

Section **17. Notices** of the Agreement is amended to read as follows:

In the case of County, to:

Name/Title: John Fong, Interim Director, Children and Family Services
Address: 1 Davis Drive, Belmont, CA 94002
Telephone: (650) 802-3390
E-mail: JFong@smcgov.org

6.

Exhibit A, II. Meeting Locations paragraph 1. is amended to read as follows:

Contractor will engage youth, their families, caregivers, and social workers through regular face-to-face meetings in their homes, in the community, and using telehealth.

7. Exhibit A, V. Engagement paragraph A. is amended to read as follows:

- A. Contractor will engage youth, their families, caregivers, and social workers through regular face-to-face meetings in their homes, in the community, or through the use of telehealth.

8. Exhibit A, VIII. Transitional Services paragraph A. is amended to read as follows:

- A. In instances where the child has reunified with his/her family or been adopted, services for the engaged child will continue for 90 days and up to six months or the end of the academic year, with approval from the CFS Contract Manager.

9. Exhibit B, General Payment Terms paragraph 1. is amended to read as follows:

County will have the option to adjust funds across line items in the budget shown in Revised Exhibit B1 (July 2020) and across fiscal years as agreed upon by parties and as approved by County in writing as long as it does not exceed the total Agreement obligation.

10. Exhibit B, Method and Rate of Payment paragraph 1. is amended to read as follows:

Contractor will invoice County monthly for actual costs incurred based on the budget shown in Revised Exhibit B1 (July 2020) for services shown in Exhibit A.

11. Exhibit B, Method and Rate of Payment paragraph 3. is amended to read as follows:

Contractor will e-mail invoices to the Children and Family Services (CFS) Contract Manager (AYun@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org)

12. Exhibit C, paragraph 1. is amended to read as follows:

In accordance with the terms of this Grant Agreement, Contractor will provide, or cause to be provided, the services for the Project detailed in Exhibit A during the term of this Agreement and will report back to the County regarding various performance measures including, but not limited to, those noted below. Such reporting data shall be delivered to the County no later than October 31st each contracted year.


13. Exhibit C, section **II. Reporting**, paragraph B is amended to read as follows:

Contractor will e-mail reports to the Children and Family Services (CFS) Contract Manager (AYun@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org)

- 14. In Exhibit C, Table 1 is replaced with Revised Table 1 (July 2020)**
- 15. Original Exhibit B1 is replaced by Revised Exhibit B1 (July 2020)**
- 16. All other terms and conditions of the Agreement dated September 4, 2018 and amended on September 17, 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:  <small>0AFBGADE7812431...</small></p>	<p>8/24/2020 9:13 AM PDT</p>	<p>8/24/2020 9:13 AM PDT</p>
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 – Revised Table 1 (July 2020)

TABLE 1 – PERFORMANCE MEASURES	
Community Impact Outcomes	Target
The percentage of current foster youth in grades K-8, receiving educational case management services for a minimum of two consecutive quarters, that will meet or exceed the current grade reading level or make significant progress based on their initial assessment by the end of the school year.	72%
Qualitative Indicators	Target
The minimum percentage of unduplicated children that will be served annually.	90%
Quantitative Indicators	Target
Based on a quarterly survey administered by the County, the percentage of children enrolled in or exiting the educational services program, or their parents/caretakers, that will report that they are satisfied (or better) with the services received from the provider.	92%

Revised Exhibit B1 (July 2020) – Budget

Line Item	Total Program Budget (12 months)	Funding Request (detail how funds will be spent per line item)
Revenue		
Individual Contributions	\$ -	
Donations	\$ -	
Other Funding (various sources)	\$ 498,677	
HSA funding (amount requested)	\$ 309,000	\$ 309,000
	\$ -	
<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)	\$ -	
Total Revenue	\$ 807,677	\$ 309,000
Expense		
Direct Personnel Expense	Full Cost	Cost to this Contract
Program Manager	\$ 70,720	\$ 63,648
Case Manager	\$ 47,840	\$ 47,840
Case Manager	\$ 47,840	\$ 47,840
Data	\$ 66,560	\$ 1,664
Chief Program Manager	\$ 115,003	\$ 2,875
Clinical Director	\$ 128,960	\$ 12,896
Benefits (Direct Labor)	\$ 133,538	\$ 49,494
subtotal personnel	\$ 610,461	\$ 226,257
Operating Expenses		
Supplies	\$ 1,200	\$ 1,200
Rent/Utilities	\$ 8,000	\$ 8,000
Phones/Internet	\$ 1,200	\$ 1,200
Mileage Reimbursement	\$ 2,000	\$ 2,000
Materials / Printing	\$ 600	\$ 600
Equipment	\$ 100	\$ 100
Training/Assessments	\$ 4,000	\$ 3,000
Miscellaneous	\$ 552	\$ 552
Client Expenses	\$ 16,000	\$ 14,273
Youth Stipends	\$ 1,000	\$ 1,000
Less sub-contractors Legal Aid Society SMC	\$ 30,000	\$ 25,000
subtotal operating expenses	\$ 64,652	\$ 56,925
Admin Expense		
Administrative expense (<i>note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting</i>)	\$ 135,023	\$ 25,818
subtotal admin expense	\$ 135,023	\$ 25,818
Total Expenses	\$ 810,136	\$ 309,000