

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

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2024, 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 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. **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, 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.

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: <i>Sara Mitchell, Ph.D.</i> <small>0AFBCADE7812431...</small> | 7/29/2024 10:50 AM PDT | Sara Mitchell, Ph.D. |
| 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 B1

| 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 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 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 | \$ 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 |