

**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, StarVista is an established agency that provides case management to Family Stabilization Services (FS) individuals/families by utilizing an evidence-based home visiting model to establish and develop a relationship with such individuals/families necessary to identify and address their barriers to participation in the Welfare-to-Work program; and

WHEREAS, on June 19, 2015, the parties entered into an Agreement to provide start-up costs for FS service components, which were included in the CalWORKs Employment Services (CWES) program, for the term of March 1, 2015 through June 30, 2016, in the amount of \$100,000; and

WHEREAS, on November 17, 2015, our Board approved a first amendment to the Agreement for continuation of services in FY 2015-16, increasing the amount by \$460,000 to an amount not to exceed \$560,000 with no change to the term; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a second time increasing the maximum obligation by \$230,000 to an amount not to exceed \$790,000 and extending the term of the Agreement through December 31, 2016.

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

1. Section 1 – Exhibits and Attachments is amended to read as follows:

Exhibit A - Program Description
Exhibit A1 - Scope of Work
Exhibit B - Payment Schedule- Revised (6/16)
Exhibit B1- Budget
Exhibit B2- Budget July 1, 2016 – December 31, 2016
Exhibit C-Program Monitoring
Exhibit D- Child Abuse Reporting Requirements
Exhibit E- Fingerprinting Certification Form
Attachment I—§ 504 Compliance

2. **Section 3 - Payments is amended to read as follows:**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibits A and A1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B Revised 6/16, B1 and B2 .The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **SEVEN HUNDRED AND NINETY THOUSAND DOLLARS (\$790,000)**.

3. **Section 4 – Term is amended to read as follows:**

Subject to compliance with all terms and conditions, the term of the Agreement shall be from March 1, 2015 through December 31, 2016.

4. Exhibit B – Payment Schedule –Revised (6/15) is deleted and replaced hereto in its entirety with Exhibit B – Payment Schedule – Revised (6/16).

Exhibit B2- BUDGET July 1, 2016 – December 31, 2016 is added to the Agreement.

5. All other terms and conditions of the Agreement dated **June 19, 2015**, between the County and Contractor shall remain in full force and effect.

6. This Amendment constitutes the entire understanding of the parties hereto with respect to matters herein and correctly states the rights, duties, and obligations of each party regarding the Amendment as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment or the Agreement shall not be effective unless set forth in a writing and executed by both parties.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk Said Board

STARVISTA

Dr. Sara Larios Mitchell, Chief Executive Officer



Contractor's Signature

Date: 5/20/14

Exhibit B- Revised (6/16)

CalWORKS- Family Stabilization Program
Payment Schedule

In consideration of the services provided by Contractor described in Exhibit A and A1 and subject to the terms of the Agreement, County shall pay Contractor for Family Stabilization Case Management and Clinical Therapy as authorized by the CalWORKs Employment Services (CWES) Director or her designee:

1. County shall pay Contractor monthly for actual costs incurred based on Budget in Exhibit B1 and B2. Contractor must provide detailed invoice on a format as specified by the County. Contractor may transfer funds within personnel and operating expenses. Transfer of funds between personnel and operating expenses require the approval of the CWES Program Manager.
2. County will make payment upon receipt of Contractor invoice. In no event shall the contract total exceed **SEVEN HUNDRED AND NINETY THOUSAND DOLLARS (\$790,000)** for the term of the Agreement. County shall have the right to withhold payment if County determines that the quantity or quality of work performed is unacceptable.
3. Invoices shall be sent to: Jennifer Rodgers, Program Manager, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002.
4. Provision of services is subject to availability of State funds and acceptable program performance. In the event that the County does not receive the adequate CalWorks Family Stabilization funding from the State, the contract will be re-negotiated and/or rescinded.
5. County may withhold all or part of a Contractor's total payment if the Director of CalWORKs Employment Services or her designee reasonably determines that the Contractor has not satisfactorily performed the services described in Exhibit B.
6. County will give thirty (30) days' prior written notice to Contractor of County's intent to withhold payment.
7. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

Exhibit B2

StarVista Family Stabilization Services
Budget
July 1, 2016 – December 31, 2016

| | Six Month Total | |
|--|----------------------------|------------------------------------|
| County of San Mateo | <u>230,000</u> | |
| | 230,000 | |
| Personnel | | |
| See details in personnel spread sheet | 141,910 | |
| Taxes/Benefits/Workers Comp | <u>34,058</u> | |
| | 175,969 | |
| Operating Expenses | | |
| Office Supplies | 795 | |
| Program Supplies | 1,100 | |
| Telephone | 1,500 | |
| Postage | 77 | |
| Printing/Copying | 205 | |
| Mileage | 4,000 | |
| Recruitment | 150 | |
| Rent | 11,390 | 550sf @ \$3.45 per sf for 6 months |
| Equip Maint/Repair/Security | 300 | |
| Support for Families | 500 | |
| Filing Fees/Fingerprints | 75 | |
| Health Screen/-Employees | 75 | |
| Training | <u>400</u> | |
| | 20,612 | |
| | 196,581 | |
| Indirect | 33,419 | |
| | 230,000 | |