

**THIRD 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 (the "Agreement") to provide startup 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, the 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 charge to the term; and

WHEREAS, on June 21, 2016, the Board approved a second amendment to the Agreement increasing the amount by \$230,000 to an amount not to exceed \$790,000 and extending the term to December 31, 2016; and

WHEREAS, the parties wish to further amend the Agreement to extend the term of the Agreement through June 30, 2017 and add funds in the amount of \$201,547 for a new maximum amount not to exceed \$991,547.

**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 12/2016)**

Exhibit B1 – Budget

Exhibit B2 – Budget July 1, 2016 – December 31, 2016

**Exhibit B3 – Budget January 1, 2017 – June 30, 2017**

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 12/2016), B1, B2, and B3. 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 NINETY ONE THOUSAND FIVE HUNDRED FORTY SEVEN DOLLARS** (\$991,547).

**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 June 30, 2017.

- 4.** Exhibit B (revised 12/2016) replaces Exhibit B (revised 6/2016) in its entirety and is attached hereto.
- 5.** Exhibit B3 is hereby added and attached hereto.
- 6.** All other terms and conditions of the Agreement dated June 19, 2015 between the County and Contractor and all subsequent amendments thereto shall remain in full force and effect.
- 7.** 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 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 writing and executed by both parties.

**THIS AMENDMENT TO THE AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.**

For Contractor: STARVISTA

_____	<u>11/18/16</u>	<u>Sara Larios Mitchell</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 B (revised 12/2016)

### CalWORKS- Family Stabilization Program Payment Schedule

In consideration of the services provided by Contractor described in Exhibits 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 Exhibits B1, B2, and B3. Contractor must provide detailed invoice on a format as specified by 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 **NINE HUNDRED NINETY ONE THOUSAND FIVE HUNDRED FORTY SEVEN DOLLARS (\$991,547)** 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 County does not receive the adequate CalWORKs Family Stabilization funding from the State, the Agreement 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 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.

StarVista Family Stabilization Services  
Budget  
January 1, 2017 – June 30, 2017

County of San Mateo		201,547
		201,547
<b>Personnel</b>		
See details in Personnel Budget Table		124,089
Taxes/Benefits/Workers Comp @23%		28,540
		152,629
<b>Operating Expenses</b>		
Office Supplies		800
Program Supplies		1,000
Telephone		1,500
Postage		30
Printing/Copying		75
Mileage		3,750
Recruitment		-
Rent/Utilities		11,578
Equip Maint/Repair/Security		300
Support for Families (Client exp - others)		200
Filing Fees/Fingerprints		-
Health Screen/-Employees		-
Training		400
		<b>19,633</b>
Subtotal		172,262
Indirect		29,285
Total Expenses		<b>201,547</b>

**Personnel Budget Table**

			Budget for Jan	Budget for Feb	Budget for Mar	Budget for April	Budget for May	Budget for June	Total
			22	20	23	20	23	22	130
			176	160	184	160	184	176	1040
<b>Personnel</b>	<b>Rate</b>	<b>Hours</b>							
PM Andrea Friis	33.00	40	5,808.00	5,280.00	6,072.00	5,280.00	6,072.00	5,808.00	34,320.00
FS Worker - New	24.00	40	4,224.00	3,840.00	4,416.00	3,840.00	4,416.00	4,224.00	24,960.00
FS Worker - Vincent	24.28	40	4,273.28	3,884.80	4,467.52	3,884.80	4,467.52	4,273.28	25,251.20
FS Clinician - Adam	27.00	40	4,752.00	4,320.00	4,968.00	4,320.00	4,968.00	4,752.00	28,080.00
Clinical Supervisor	35.00	7	1,078.00	980.00	1,127.00	980.00	1,127.00	1,078.00	6,370.00
Department Director	45.67	3	602.84	548.04	630.25	548.04	630.25	602.84	3,562.26
Clinical Director	59.43	1	261.49	237.72	273.38	237.72	273.38	261.49	1,545.18
			20,999.61	19,090.56	21,954.15	19,090.56	21,954.15	20,999.61	124,088.64