

SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COURT APPOINTED SPECIAL ADVOCATES OF SAN MATEO

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and COURT APPOINTED SPECIAL ADVOCATES OF SAN MATEO, 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 on June 16, 2015 (the "Agreement") for the training of mentors and advocates for foster youth of San Mateo County in the amount of \$208,060 for the term of July 1, 2015 through June 30, 2017; and

WHEREAS, the parties entered into an amendment to extend the term to June 30, 2018 and add funds in the amount of \$108,211 for a new total obligation of \$316,271 in order to allow for the continuation of court-advocacy services for San Mateo County dependent children.

WHEREAS, the parties now wish to further amend the Agreement to extend the term to June 30, 2019 and add funds in the amount of \$108,211 for a new total obligation of \$424,482 in order to allow for the continuation of court-advocacy services for San Mateo County dependent children.

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

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

Exhibit A—Services (Revised, June 2017)

Exhibit B—Payments and Rates (Revised, November 2017)-New

Exhibit C—Child Abuse Reporting Requirement

Exhibit D—Fingerprinting Form

Exhibit E—Program Monitoring and Outcomes (Revised, November 2017)-New

Attachment I—§ 504 Compliance

Attachment II—Quarterly Report Form

Attachment P—Personally Identifiable Information Requirements

2. Section 2 of the Agreement, Term is hereby amended to read as follows:

The term of this Agreement shall be from July 1, 2015 to June 30, 2019, unless terminated earlier by the County.

3. Section 3 of the Agreement, Payments is hereby amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specification set forth in this Agreement and in Exhibit A (Revised, June 2017), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (Revised November 2017). 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 **FOUR HUNDRED TWENTY FOUR THOUSAND FOUR HUNDRED EIGHTY TWO DOLLARS (\$424,482)**.

4. Exhibit B, Payments and Rates is hereby replaced in its entirety with Exhibit B—Payments and Rates (Revised, November 2017) and is attached hereto and incorporated by reference herein.
5. Exhibit B1, Project Budget is no longer an Exhibit of this Agreement and has been removed in its entirety.
6. Exhibit E, Program Monitoring and Outcomes (Revised, 2017 is replaced in its entirety with Exhibit E, Program Monitoring and Outcomes (Revised, November 2017) and is attached hereto and incorporated by reference herein.

All other terms and conditions of the Agreement dated June 17, 2015 and subsequent amendments 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: **COURT APPOINTED SPECIAL ADVOCATES OF SAN MATEO**

| | | |
|---------------------------|-----------------|--------------------------------|
| <u>Patricia Miljanich</u> | <u>12/12/17</u> | <u>Patricia Miljanich</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 - Payments and Rates (Revised, November 2017)

**Court Appointed Special Advocates (CASA)
Court-Advocacy and Mentorship to Foster Children**

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

1. For Fiscal Years 2015-16 through 2017-18, County has fulfilled its obligation of \$316,271.
2. For FY 2018-19, Contractor shall invoice County \$108,211 for services (this amount should be inclusive of all taxes and fees) described in Exhibit A. Invoice is due by June 29, 2018.
3. County shall pay Contractor one lump sum in the amount of \$108,211 upon receipt and approval of Contractor's FY 2018-19 invoice. Payments shall be made within forty-five (45) working days after receipt and approval of the invoice.
4. Invoice shall be sent to the Children and Family Services Contract Manager (dwocher@smcgov.org).
5. Project Budget (FY18-19):

| Expense* | |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Direct Personnel Expense | Cost |
| Training And Volunteer Coordinator | \$47,092 |
| Recruitment And Outreach Coordinator | \$22,500 |
| Benefits (Direct Labor) - Contract Personnel | \$15,523 |
| Subtotal Personnel | \$85,115 |
| Operating Expenses | |
| Supplies | \$2,133 |
| Rent | \$2,715 |
| Phones, Internet And Other Office Expenses | \$5,835 |
| Materials / Printing | \$2,102 |
| Training - Stipends For Content Trainers/Experts | \$2,000 |
| Training - Initial And Continuing Education Materials | \$1,250 |
| Background Screening Fees | \$3,061 |
| Miscellaneous - Insurance, Audit, Marketing, Staff Dev't, Company Events | \$4,000 |
| Outside Svcs/Clean & Supply | |
| Subtotal Operating Expenses | \$23,096 |
| Admin Expense | |
| Administrative Expense <i>(Note Costs Are Pooled And Allocated To Sites; Not Allocated To Sites By Admin Overhead And Accounting)</i> | |
| Subtotal Admin Expense | |
| Total Expenses | \$108,211 |

**Line item costs for services shown in this contract may be adjusted to meet service goals as agreed upon by both parties and approved by the County in writing so long as it does not exceed the total Agreement obligation.*

6. In any event, the total amount of the Agreement plus any taxes or fees will not exceed **FOUR HUNDRED TWENTY FOUR THOUSAND FOUR HUNDRED EIGHTY TWO DOLLARS (\$424,482).**

(End of Exhibit B)

Exhibit E - Program Monitoring and Outcomes (Revised, November 2017)

**Court Appointed Special Advocates (CASA)
Court-Advocacy and Mentorship to Foster Children**

I. PROGRAM MONITORING

A) Contractor agrees to meet the following performance measure(s) and outcomes:

| Community Impact – Program Outcome | FY 2017-18 Targeted | FY 2018-19 Targeted |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------|
| Based on a mailed and/or electronic anonymous survey, of those youth who receive CASA services for one year and respond to the survey, the percentage of youth who will report feeling supported by their CASA worker. | 85% | 87% |
| Quantitative Measures | FY 2017-18 Targeted | FY 2018-19 Targeted |
| Number of children who receive court advocacy services. | 365 | 383 |
| Number of new CASA volunteers recruited and trained. | 135 | 141 |
| Of the newly recruited and trained volunteers, percent who will be Spanish-speaking. | 25% (33 volunteers) | 25% (35 volunteers) |
| Number of children for which a CASA was present at their court-hearing. | 95% (346 children) | 95% (363 children) |
| Percentage of timely CASA court report submissions for children. | 95% | 95% |
| Average number of hours each child will receive in court-advocacy services from their CASA volunteer per month. | 10 | 11 |
| Qualitative Measure | FY 2017-18 Targeted | FY 2018-19 Targeted |
| Average number of face-to-face hours each out-of-county, out-of-home placement child will spend with their assigned CASA volunteer per month. | 8 | 9 |

II. REPORTING

- A. Contractor will be responsible for collecting, entering and reporting the data for program participants related to the services provided by Contractor.
- B. Contractor will submit monthly, quarterly, and year-end reports to the Human Services Agency in a format as specified by the HSA. Contractor will submit reports based below to the CFS Contract Manager (DWochoer@smcgov.org).
- C. Reports will include, at a minimum, the following information but, based on the County's need for information, may include additional data:

1. Quarterly:
 - a. Recruitment activities including a description of the recruitment methods (for example, recruitment presentations).
 - i. The report will include a short description along with date, time, location, and number of attendees.
 - b. Number of individuals who volunteered to be a CASA volunteer based on the type of recruitment method used.
 - c. Number of participants trained, number of participant hours, and the number of English/Spanish sessions offered. This report will also include a demographic breakdown of the newly trained CASA volunteers.
 - d. Number of Court reports submitted by CASA volunteers on behalf of their children/youth.
 - e. Number of court hearings attended by CASA volunteers or CASA staff.
 - f. Number of foster care children who are assigned to work with a CASA volunteer.
 - g. Average number of service hours provided to foster children per CASA volunteer.
 - h. Include updated performance outcome data.
2. Monthly, Measure K:
 - a. Update on all measures.
3. Year-End: Roll up of all quarterly reporting measures along with an explanatory narrative detailing how and when expected outcomes were met and if not why not. Include updated performance outcome data. For those measures not met, supporting detail will be provided along with corrective actions to address the performance outcome the following year.

(End of Exhibit E)