

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

THIS SECOND AMENDMENT TO THE AGREEMENT, is 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, by Resolution 073842, to provide a Child and Adolescent Hotline Prevention Program (CAHPP) in San Mateo County on June 16, 2015 in an amount not to exceed \$1,230,092 for the term of July 1, 2015 through June 30, 2017; and

WHEREAS, the parties amended the Agreement, by Resolution 075301, to transition into the next phase of CAHPP through Children and Family Resource Centers (CFRCs), on June 27, 2017, in an amount not to exceed \$639,770 for a total obligation of \$1,869,862 and extended the term by 12 months through June 30, 2018; and

WHEREAS, the parties wish to enter into a second Amendment to the Agreement for the continuation of services and evaluation of outcomes, for an amount of \$639,770 for a new maximum amount not to exceed \$2,509,632, and extend the term by an additional 12 months for a new term of July 1, 2015 through June 30, 2019.

**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 (revised 6/2017) – Scope of Services  
**Exhibit B (Revised 1/2018) – Payments and Rates (New)**  
Exhibit C – Fingerprinting Form  
Exhibit D – Child Abuse Reporting Requirements  
**Exhibit E (Revised 1/2018) – Program Outcomes and Monitoring Requirements**  
Attachment H – HIPPA  
Attachment I – 504 Compliance  
Attachment P – Personally Identifiable Information

2. **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 **Exhibits: A (revised 6/2017), D, E (Revised 1/2018), H, I and P** County shall make payment to Contractor based on the rates and in the manner specified in **Exhibit B (Revised 1/2018)**. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. This Amendment adds \$639,770 for Fiscal Year 2017-2018 and Fiscal Year 2018-2019, for a total fiscal obligation not to exceed **TWO MILLION FIVE HUNDRED AND NINE THOUSAND SIX HUNDRED AND THIRTY TWO DOLLARS (\$2,509,632)**. In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. **Section 4. Term and Termination** 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 July 1, 2015 through June 30, 2019

4. **Exhibit A (6/2017)**, first paragraph and section III, is amended to read as follows:  
The Contractor has fulfilled its services under this Agreement for the period of July 1, 2015-June 30, 2017, providing child abuse prevention, crisis intervention, and social/education functioning development services through the Child and Adolescent Hotline Prevention Program (CAHPP) and Lucky Kids Club (LKC).

For the period of July 1, 2017-June 30, 2019, needs identified through the CAHPP and LKC programs will be used to inform the services delivered by the Contractor through the Children and Family Resources Centers (CFRC).

Children and Family Resource Centers (CFRCs) (07/01/2017-06/30/2019)

5. **Exhibit B – Rates and Payments (Revised 1/2018)**, replaces **Exhibit B – Rates and Payments (revised 6/2017) and Exhibit B1 in their entirety, is attached hereto** and incorporated by reference herein.

6. All other terms and conditions of the Agreement dated June 16, 2015, between the County and Contractor and all subsequent Amendments shall remain in full force and effect.

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 CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.**

**For Contractor:**



Contractor Signature

3/14/18

Date

Sara Larios Mitchell

Contractor Name (please print)

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**For County:**

\_\_\_\_\_  
Purchasing Agent Signature  
(Department Head or  
**Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Agent Name (please print)  
(Department Head or **Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Purchasing Agent or **Authorized** Designee  
Job Title (please print)  
County of San Mateo

**Exhibit B – Payments and Rates**

**Revised 01/2018**

StarVista

Child Abuse Hotline Prevention Program,  
Lucky Kids Club, and Children and Family Resource Centers  
July 1, 2015 – June 30, 2019

In consideration of the services provided by Contractor described in Exhibits A (revised 6/2017) and E and subject to the terms and conditions of the Agreement, County shall pay Contractor based on the following fee schedule:

**I. General Terms and Conditions**

- A. County shall have the right to modify or add services and adjust costs accordingly as agreed upon by both parties as long as it does not exceed the total contractual obligation.
- B. County shall have the option to adjust funds across line items as shown in the FY2017-18 and FY2018-19 budgets, as shown in Exhibit B2, and across fiscal years to meet its project goals as agreed upon by both parties and approved in writing by the County.
- C. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. Should County withhold payment for unacceptable work, the County will notify the contractor in writing of work that is unacceptable along with a corrective action plan. Contractor shall have 10 business days to respond to County.
- D. Failure to respond or correct work may result in disallowed costs. The County is not responsible for paying Contractor for services not performed within or outside the terms and conditions of the Agreement. Failure to respond and correct the work may also result in termination of the Agreement.

**II. Invoicing & Payments for FY 2017-2018 and FY 2018-19**

- A. For the period of July 1, 2015 through June 30, 2017 the County has met its financial obligations in full to the Contractor for a total of \$1,230,092.
- B. Contractor shall invoice County monthly for actual costs incurred based on the budgets for FY2017-18 and FY2018-19 as shown in Exhibit B2. The budget for FY2018-19 is effective July 1, 2018.
- C. Contractor will invoice County monthly and provide and itemized invoice of actual costs incurred based on budgets in Exhibit B2.
- D. County will pay invoices within forty-five (45) business days of receipt of Contractor's invoice.
- E. Invoices for services rendered in the month of June shall be due no later than July 3 each year, to avoid delay in payment due to County's fiscal reconciliation process for the end of its fiscal year.
- F. Invoices shall be sent electronically to the CFS contract manager ([NBourbonnais@smcgov.org](mailto:NBourbonnais@smcgov.org)) with a copy to the Administrative Secretary ([JTran@smcgov.org](mailto:JTran@smcgov.org)).
- G. In no event shall all services, fees, and taxes exceed **TWO MILLION FIVE HUNDRED AND NINE THOUSAND SIX HUNDRED AND THIRTY TWO DOLLARS** (\$2,509,632).

**(End of Exhibit B)**

**Exhibit B2 - Budget**  
**Revised 01/2018**  
 StarVista  
 Children and Family Resource Centers  
 July 1, 2017 – June 30, 2019

Fiscal Year 2018-2019 Budget			STAFFING DETAILS	
Expenses			General Units - units funded partially or wholly via the funding requested under this contract	
			STAFFING DETAILS	
Direct Personnel Expense	Full Cost	Cost to this Contract	% Attributed this Contract	cost for these FTE
Program Director	\$79,040	\$71,136	90%	\$71,136
Supervision	\$7,498	\$7,498	100%	\$7,498
Mental Health Clinician	\$58,240	\$58,240	100%	\$58,240
Mental Health Clinician	\$58,240	\$58,240	100%	\$58,240
Mental Health Clinician	\$58,240	\$58,240	100%	\$58,240
Mental Health Clinician	\$58,240	\$58,240	100%	\$58,240
Mental Health Clinician	\$58,240	\$58,240	100%	\$58,240
Mental Health Clinician	\$58,240	\$58,240	100%	\$58,240
Mental Health Clinician	\$58,240	\$58,240	100%	\$58,240
Department Director	\$85,010	\$4,251	5%	\$4,251
CPO/Clinical Director	\$115,003	\$2,875	3%	\$2,875
Data	\$66,560	\$1,664	3%	1,664.00
Benefits (Direct Labor)	\$189,689	\$117,953		\$117,953
<b>Subtotal Personnel</b>	<b>\$892,240</b>	<b>\$554,817</b>		<b>\$554,817</b>
<b>Operating Expenses</b>				
Supplies/Telephone/Internet/Printing/Postage	\$8,600	\$8,600		
Employee Costs/Mileage Reimbursement/Training	\$3,640	\$3,640		
Facilities & Equipment: Office Rent/Maintenance/Utilities/Security	\$14,552	\$14,552		
Professional Services & Fees	\$-	\$-		
Client Costs: Rent/Utilities/Food/Transportation/Drug testing/Other	\$-	\$-		
Other/Misc.	\$-			
<b>subtotal operating expenses</b>	<b>\$26,792</b>	<b>\$26,792</b>		
<b>Admin Expense</b>				
Administrative expense ( <i>note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting</i> )	\$183,806	\$58,161		
<b>Subtotal admin expense</b>	<b>\$183,806</b>	<b>\$58,161</b>		
<b>Total Expenses</b>	<b>\$1,102,838</b>	<b>\$639,770</b>		

## Fiscal Year 2017-2018 Budget

Expenses		general units - units funded partially or wholly via the funding requested under this contract		
		STAFFING DETAILS		
Direct Personnel Expense	Full Cost	Cost to this Contract	% Attributed this Contract	cost for these FTE
Program Director	\$67,392	\$67,392	1.000	\$ 67,392
Supervision	\$ 5,624	\$ 5,624	1.000	\$ 5,624
Program Coordinator/ Mental Health Clinician	\$60,320	\$60,320	1.000	\$ 60,320
Mental Health Clinicians	\$58,240	\$58,240	1.000	\$ 58,240
Mental Health Clinicians	\$58,240	\$58,240	1.000	\$ 58,240
Mental Health Clinicians	\$58,240	\$58,240	1.000	\$ 58,240
Mental Health Clinicians	\$58,240	\$58,240	1.000	\$ 58,240
Mental Health Clinicians	\$58,240	\$58,240	1.000	\$ 58,240
Department Director	\$95,020	\$ 4,751	0.050	\$ 4,751
Clinical Director	\$124,800	\$ 3,120	0.025	\$ 3,120
All other	\$6,123,804	\$ -		
Benefits (Direct Labor)	\$1,895,085	\$112,426		\$ 112,426
<b>subtotal personnel</b>	<b>\$8,663,245</b>	<b>\$544,833</b>	<b>8.075</b>	<b>\$ 544,833</b>
<b>Operating Expenses</b>				
Supplies/Telephone/Internet/Printing/Postage	\$406,400	\$8,600		
Employee Costs/Mileage Reimbursement/Training	\$185,705	\$10,500		
Facilities & Equipment: Office Rent/Maintenance/Utilities/Security	\$981,716	\$14,551		
Americorps Workers/Interns/Volunteer Costs	\$18,467	\$ -		
Professional Services & Fees	\$301,850	\$ -		
Client Costs: Rent/Utilities/Food/Transportation/Drug testing/Other	\$300,000	\$ -		
Other/Misc.	\$149,900	\$ 3,125		
less sub-contractors Daly City Partnership	\$67,906	\$ -		
less sub-contractors Legal Aid Society SMC	\$71,870	\$ -		
<b>subtotal operating expenses</b>	<b>\$2,483,814</b>	<b>\$36,776</b>		
<b>Admin Expense</b>				
Administrative expense <i>(note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)</i>	\$ -	\$ -		
Administrative Indirect	\$1,761,165	\$58,161		
<b>subtotal admin expense</b>	<b>\$1,761,165</b>	<b>\$58,161</b>		
<b>Total Expenses</b>	<b>\$12,908,224</b>	<b>\$639,770</b>		

(End of Exhibit B2)

**Exhibit E - Program Outcomes and Monitoring Requirements****Revised 01/2018**

StarVista

Children and Family Resource Centers

July 1, 2017 – June 30, 2019

**I. PROGRAM MONITORING AND OUTCOMES**

Contractor agrees to meet the following performance measure(s) and outcomes for the period of July 1, 2017 – June 30, 2019. Performance measures and outcomes may be modified based on written agreement between County and Contractor.

<b>Community Impact – Program Outcome</b>	<b>FY 2017-18 Projected</b>	<b>FY 2018-19 Target</b>
The percent of children who were identified as at-risk of entry into Child Welfare, Juvenile Justice, and/or Psychiatric Emergency Services and were prevented from entering these systems within the school year, based on the provider's interventions.	75%	78%
<b>Quantitative Measures</b>	<b>FY 2017-18 Projected</b>	<b>FY 2018-19 Target</b>
Number of children served through the Children and Family Resource Centers (duplicated/unduplicated).	1,700/950	1,700/950
Of those children referred for clinical services, the percentage who will be contacted within two (2) school days of the referral to schedule the mental health screening and assessment.	85%	89%
<b>Qualitative Measure</b>	<b>FY 2017-18 Projected</b>	<b>FY 2018-19 Projected</b>
Based on the provider's reassessment, the percentage of children with treatment plans who will demonstrate improvement in one or more areas of concern as shown by attainment of treatment plan goal(s).	75%	80%

**II. REPORTING**

- A. Contractor will be responsible for collecting, entering, tracking, and reporting the data for program participants and outcome measures related to the services provided by Contractor in an electronic database system that adheres to HIPAA and other privacy requirements and is approved by the Children and Family Services Contract Manager.
- 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 on due dates in the below sections to the CFS contract manager ([NBourbonnais@smcgov.org](mailto:NBourbonnais@smcgov.org)) with a copy to the Administrative Secretary ([JTran@smcgov.org](mailto:JTran@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. Updates on all measures in section I.
  2. The number of children served at the CFRC locations
    - a. Total and unduplicated, aggregate and per site
  3. Number/Percentage of children who were at-risk of entering:
    - a. Child Welfare

- b. Juvenile Justice
    - c. Psychiatric Emergency Services
    - d. Multiple Systems
  - 4. Number/Percentage of children who were prevented from entering a higher level of care due to the CFRC intervention:
    - a. Child Welfare
    - b. Juvenile Justice
    - c. Psychiatric Emergency Services
    - d. Multiple Systems
- D. Monthly Measure K Reports are to be submitted by the 23rd day of each month.
- E. Quarterly Reports are to be submitted by the following dates:
  - January 15, 2018 | April 15, 2018 | July 15, 2018 | October 15, 2018
  - January 15, 2019 | April 15, 2019 | July 15, 2019
- F. Six-month narrative and activity report is to be submitted by: October 15, 2018
- G. Year-end narrative and activity report to be submitted by: July 15, 2018 and July 15, 2019

**(End of Exhibit E)**