# 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 MATE	O, hereinafter
called	l "County," and StarVista, hereinafter called "Contractor";	

### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

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 for Transitional Housing Placement-Plus and Aftercare services to emancipated foster and probation youth on June 26, 2018 in an amount not to exceed \$1,284,421; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement from July 1, 2018 through June 30, 2020, and add \$1,684,421 in funds for a revised total amount not to exceed \$2,968,842.

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

#### 1. **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, specifications set forth in this Agreement and in Exhibit A, C, D, and E and in Attachments H, I, and P, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 TWO MILLION NINE HUNDRED SIXTY-EIGHT THOUSAND, EIGHT HUNDRED AND FORTY-TWO DOLLARS (\$2,968,842). 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. Section 4. Term** 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, 2018 through June 30, 2020.

**3. Section 17. Notices** paragraph 1 of the Agreement is amended to read as follows:

In the case of County, to:

Name/Title: Jennifer D. Valencia, Director, Children and Family Services

Address: 1 Davis Dr., Belmont, CA 94002

Telephone: 650-802-3390

E-mail: jdvalencia@smcgov.org

**4. Exhibit B Section I.** of the Agreement is amended to read as follows:

I. Contractor will email invoices to the Children and Family Services ("CFS") Contract Manager (<u>GBeasley@smcgov.org</u>) with a copy to the administrative secretary (<u>JTran@smcgov.org</u>)

**5. Exhibit B Section K.** of the Agreement is amended to read as follows:

K. In no event shall all services, taxes, and fees exceed the total amount of the Agreement obligation as stated in **Section 3. Payments** of this Agreement.

- **6. Exhibit C Section II, Subsection B.** of the Agreement is amended to read as follows:
  - B. Contractor will email reports to the CFS contract manager (<u>GBeasley@smcgov.org</u>) with a copy to the administrative secretary (<u>JTran@smcgov.org</u>)
- 7. Exhibit C Table 1 Performance Measures of the Agreement is amended in which all instances of "FY2018-19" is replaced with "FY2019-20"
- 8. All other terms and conditions of the Agreement dated June 26, 2018, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized

ATTEST:

By:

Clerk of Said Board