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

THIS 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 County, 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 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 on June 27, 2017, and subsequently on February 13, 2018, to extend the term to June 30, 2019 and add \$216,422 for a new total obligation of \$424,482 for the continuation of court advocacy services for San Mateo County foster youth.

WHEREAS, the parties wish to further amend the Agreement to extend the term to June 30, 2020 and add funds in the amount of \$111, 000 for a new total obligation of \$535, 482.

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 June 2019) Exhibit C – Child Abuse Reporting Requirement Exhibit D – Fingerprinting Form Exhibit E – Program Monitoring and Outcomes (Revised June 2019) Attachment I – 504 Compliance Attachment II – Quarterly Report Form Attachment P – Personally Identifiable Information Requirements 2. Section 2 of the Agreement, <u>Term</u> is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 to June 30, 2020.

3. Section 3 of the Agreement, <u>Payments</u> is hereby 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 Exhibit A (Revised June 2017), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (Revised June 2019). 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 **FIVE HUNDRED THIRTY-FIVE THOUSAND, FOUR HUNDRED AND EIGHTY-TWO DOLLARS** (**\$535, 482**). 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.

- 4. Exhibit B Payments and Rates (Revised November 2017) is hereby replaced in its entirety with Exhibit B Payments and Rates (Revised June 2019) and is attached hereto and incorporated by reference herein.
- 5. Exhibit E Program Monitoring and Outcomes (Revised November 2017) is hereby replaced in its entirety with Exhibit E Program Monitoring and Outcomes (Revised June 2019) and is attached hereto and incorporated by reference herein.
- 6. 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 Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Court Appointed Special Advocates of San Mateo County

DocuSigned by: Neia Richardson 0619016F87A8459.

5/17/2019 | 12:49 PM PDT

Nkia Richardson

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 June 2019)

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

In consideration of the services provided by Contractor described in Exhibit A (Revised June 2017) 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 2018-19, County has fulfilled its obligation of \$424,482.

2) Invoice is due by June 29, 2019.

3) County shall pay Contractor one lump sum in the amount of \$111,000 upon receipt and approval of Contractor's FY 2019-20 invoice.

4) Invoice shall be sent to the Children and Family Services Contract Manager, Gary Beasley at <u>gbeasley@smcgov.org</u>).

			STAFFING DETAILS	
Direct Personnel Expense	Full Cost	Cost to this Contract	% Attributed this Contract	Cost for these FTE
Training & Volunteer Coordinator	\$ 55,000	\$ 55,000	1.0	\$ 55,000
Recruitment & Outreach Coordinator	\$ 30,000	\$ 25,000	0.8	\$ 25,000
Other Personnel: Exec. Dir. Program Dir. 5 Program Managers, Prog. Assoc. Prog. Assist. Dev. Dir., Fund Dev. Man.	\$ 348,227			
Benefits (Direct Labor)	\$ 71,595			
Benefits (Direct Labor) - Contract Personnel	\$ 5,000			
subtotal personnel	\$ 509,822	80,000	1.83	\$ 80,000
Operating Expenses				
Supplies (Volunteer CASA Expenses- Child Expenses, Volunteer Special Fund)	\$ 3,500	\$ 1,050		
Rent	\$ 10,860	\$ 3,258		
Utilities				
Phones, Internet, Other Office Expenses	\$ 39,150	\$ 11,745		
Mileage Reimbursement				
Equipment				
Training (Materials, Recruitment ads, Refreshments, Trainer Stipends, Processing Fees)	\$ 13,050	\$ 3,915		
Miscellaneous - Insurances, Audit, Marketing, Staff Dev't, Fundraising Supplies	\$ 36,775	\$ 11,032	-	
Outside Svcs/Clean & Supp				
subtotal operating expenses	\$ 103,335	\$ 31,000		
Admin Expense				
Administrative expense (note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)				
subtotal admin expense	1		1	
Total Expenses	\$ 613,157	\$ 111,000		

(End of Exhibit B)

Exhibit E - Program Monitoring and Outcomes (Revised June 2019)

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 2019-20 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.	90%
Quantitative Measures	
Number of children who receive court advocacy services.	383
Number of new CASA volunteers recruited and trained.	141
Of the newly recruited and trained volunteers, percent who will be Spanish-speaking.	25% (35 volunteers)
Number of children for which a CASA was present at their court hearing.	95% (365 children)
Percentage of timely CASA court report submissions for children.	96%
Average number of hours each child will receive in court-advocacy services from their CASA volunteer per month.	12
Qualitative Measure	
Average number of face-to-face hours each out-of- home placement child will spend with their assigned CASA volunteer per month.	10

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 to the CFS Contract Manager (Gbeasley@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 (e.g., 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 assigned 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. <u>Year-End:</u> 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)