

**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**, the parties entered into an Agreement to provide foster youth educational support services on September 4, 2018; and

**WHEREAS**, the parties wish to amend the Agreement to replace Exhibit B1 with Revised Exhibit B1 (June 2019), extend the term one year to end on August 31, 2020, and add \$309,000 in funds for a revised not to exceed amount of \$618,000.

**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 – Services  
Exhibit B – Payments and Rates  
Revised Exhibit B1 (June 2019) – Budget  
Exhibit C – Performance Measures and Reporting  
Exhibit D – Child Abuse Prevention and Reporting  
Exhibit E – Fingerprinting Certification Form  
Attachment 1 – § 504 Compliance

**2.**

Section **2. Exhibits and Attachments** of the agreement is amended to read as follows:

In consideration of the payments set forth in this Agreement and in Exhibit B and Revised Exhibit B1 (June 2019), Contractor will perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A and Exhibit C.

**3. 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 Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and Revised Exhibit B1 (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 SIX HUNDRED AND EIGHTEEN THOUSAND DOLLARS (\$618,000). 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.

**4. 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 September 1, 2018 through August 31, 2020.

**5. Section 17. Notices** of the agreement is amended to read as follows:

In the case of County, to:

Name/Title: John Fong, Human Services Manager II  
Address: 2415 University Avenue 3<sup>rd</sup> Floor, East Palo Alto, Ca 94303  
Telephone: 650-599-7412  
E-mail: [JFong@smcgov.org](mailto:JFong@smcgov.org)

**6. Exhibit B, General Payment Terms** paragraph 1 is amended to read as follows:

County will have the option to adjust funds across line items in the budget shown in Revised Exhibit B1 (June 2019) and across fiscal years as agreed upon by parties and as approved by County in writing as long as it does not exceed the total agreement obligation.

**7. Exhibit B, Method and Rate of Payment** paragraph 1 is amended to read as follows:

Contractor will invoice County monthly for actual costs incurred based on the budget shown in Revised Exhibit B1 (June 2019) for services shown in Exhibit A.

8. **Exhibit B, Method and Rate of Payment** paragraph 3 is amended to read as follows:

Contractor will e-mail invoices to the Children and Family Services (CFS) Contract Manager ([JFong@smcgov.org](mailto:JFong@smcgov.org)) with a copy to the administrative secretary ([RMDiaz@smcgov.org](mailto:RMDiaz@smcgov.org))

9. **Exhibit B, Method and Rate of Payment** paragraph 4 is amended to read as follows:

Due to the County's fiscal year-end closure, Contractor will e-mail the invoice for services rendered in the month of June by July 3<sup>rd</sup> of the given year.

10. **Exhibit B, Method and Rate of Payment** paragraph 5 is removed in its entirety.

11. **Exhibit C**, paragraph 1 is amended to read as follows:

In accordance with the terms of this Grant Agreement, Contractor will provide, or cause to be provided, the services for the Project detailed in Exhibit A during the term of this agreement and will report back to the County regarding various performance measures including, but not limited to, those noted below. Such reporting data shall be delivered to the County no later than October 31<sup>st</sup> each contracted year.

12. **Exhibit C**, section **II. Reporting**, paragraph B is amended to read as follows:

Contractor will e-mail reports to the Children and Family Services (CFS) Contract Manager ([JFong@smcgov.org](mailto:JFong@smcgov.org)) with a copy to the administrative secretary ([RMDiaz@smcgov.org](mailto:RMDiaz@smcgov.org))

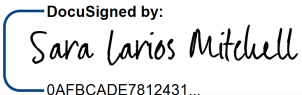
13. In **Exhibit C**, **Table 1** is replaced with **Revised Table 1 (June 2019)**

14. Original **Exhibit B1** is replaced by **Revised Exhibit B1 (June 2019)**

15. **All other terms and conditions of the agreement dated September 4, 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 representatives, affix their respective signatures:

For Contractor: StarVista

|  |                         |   |
|--|-------------------------|---|
| <br>0AFBCADEF7812431... | 8/9/2019   10:16 AM PDT | Sara Larios Mitchell                    |
| _____<br>Contractor Signature  | _____<br>Date           | _____<br>Contractor Name (please print) |

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit C – Revised Table 1 (June 2019)**

| <b>TABLE 1 – PERFORMANCE MEASURES</b>  |               |
|--|---------------|
| <b>Community Impact Outcomes</b>   | <b>Target</b> |
| The graduation rate for foster youth engaged in San Mateo County educational/employment foster youth programs will be at or above this percentage.   | 92%           |
| The percentage of current foster youth in grades K-8, receiving educational case management services for a minimum of two consecutive quarters, that will meet or exceed the current grade reading level or make significant progress based on their initial assessment by the end of the school year. | 72%           |
| <b>Qualitative Indicators</b>  | <b>Target</b> |
| The minimum number of unduplicated children that will be served annually.  | 50            |
| <b>Quantitative Indicators</b>   | <b>Target</b> |
| Based on a quarterly survey administered by the County, the percentage of children enrolled in or exiting the educational services program, or their parents/caretakers, that will report that they are satisfied (or better) with the services received from the provider.                            | 92%           |

**Revised Exhibit B1 (June 2019) – Budget**

| Program Name: Foster Youth Employment & Education Services  |                        |  |
|---|------------------------|--|
| FY 19-20 (12 months)  |                        |  |
| Line Item   | Total Program Budget   | Funding Request (detail how funds will be spent per line item) |
| <b>Revenue</b>  |                        |  |
| Individual Contributions  | \$ -                   |  |
| Other Funding (various sources)   | \$ 70,820              |  |
| <b>HSA funding (amount requested)</b>   | \$ 309,000             | \$ 309,000   |
|   | \$ -                   |  |
| <i>Other government contracts (list each contract/funding on it's own line- please add in more rows if needed)</i>                      |                        |  |
|   |                        |  |
| In kind (facilities and maintenance)  | \$ -                   |  |
| In kind (other)   | \$ -                   |  |
| <b>Total Revenue</b>  | <b>\$ 379,820</b>      | <b>\$ 309,000</b>  |
| <b>Expense</b>  |                        |  |
| <b>Direct Personnel Expense</b>   | <b>Full Cost</b>       | <b>Cost to this Contract</b>                                   |
| Program Manager   | \$ 73,674              | \$ 73,674  |
| Case Manager  | \$ 48,208              | \$ 48,208  |
| Case Manager  | \$ 52,400              | \$ 52,400  |
| Supervision   | \$ 29,344              | \$ 520   |
| Data Analytics Manager  | Available Upon Request | \$ 1,664   |
| Chief Program Officer   | Available Upon Request | \$ 2,875   |
| Clinical Director   | Available Upon Request | \$ 12,896  |
| Benefits (Direct Labor)   | \$ 61,897              | \$ 53,826  |
| <b>subtotal personnel</b>   | <b>\$ 282,959</b>      | <b>\$ 246,063</b>  |
| <b>Operating Expenses</b>   |                        |  |
| Supplies  | \$ 1,000               | \$ 1,000   |
| Rent/Utilities  | \$ 4,000               | \$ 4,000   |
| Phones/Internet   | \$ 1,200               | \$ 1,200   |
| Mileage Reimbursement   | \$ 2,000               | \$ 2,000   |
| Materials / Printing  | \$ 600                 | \$ 600   |
| Equipment   | \$ 100                 | \$ 100   |
| Training/Assessments  | \$ 1,000               | \$ 1,000   |
| Miscellaneous   | \$ 491                 | \$ 491   |
| Client Expenses   | \$ 8,000               | \$ 8,000   |
| Youth Stipends  | \$ 1,000               | \$ 1,000   |
| less sub-contractors Legal Aid Society SMC  | \$ 17,000              | \$ 17,000  |
| <b>subtotal operating expenses</b>  | <b>\$ 36,391</b>       | <b>\$ 36,391</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   | \$ 60,470              | \$ 26,545  |
| <b>subtotal admin expense</b>   | <b>\$ 60,470</b>       | <b>\$ 26,545</b>   |
| <b>Total Expenses</b>   | <b>\$ 379,820</b>      | <b>\$ 309,000</b>  |