

**THIRD 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 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 for the term of July 1, 2018 through June 30, 2019; and

WHEREAS, the parties amended the Agreement on June 4, 2019 in order 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; and

WHEREAS, the parties amended the Agreement on March 26, 2020 to replace language in Exhibit A part V. subsection R regarding Savings Programs; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement from July 1, 2018 through June 30, 2021, add \$1,720,736 in funds for a revised total amount not to exceed \$4,689,578, and include language regarding the renovation of the County owned transitional housing tri-plex property located at 701 Grand Avenue in South San Francisco.

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:

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A - Services
Exhibit B - Payments and Rates
Exhibit B1 – Budget (rev. 2020)
Exhibit C - Performance Measures
Exhibit D - Child Abuse Prevention and Reporting
Exhibit E - Fingerprinting Certification
Attachment H - HIPAA Business Associate Requirements
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, specifications set forth in this Agreement and in Exhibits 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 and Exhibit B1. 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 MILLION, SIX HUNDRED AND EIGHTY-NINE THOUSAND, FIVE HUNDRED AND SEVENTY-EIGHT DOLLARS (\$4,689,578). 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.

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, 2021.

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

In the case of County, to:
Name/Title: John Fong, Director, Children and Family Services
Address: 1 Davis Dr., Belmont, CA 94002
Telephone: (650) 802-3390
E-mail: jfong@smcgov.org

4. The following is added to Exhibit A as part VIII. Additional Requirements subpart F.

F. March 2020 Renovations
Renovation of the County owned transitional housing tri-plex property, located at 701 Grand Avenue, South San Francisco began March 2020 and is scheduled for completion in June 2020. For the safety and well-being of San Mateo County Foster Youth residents, renovations to the exterior and interior of the transitional housing facility were deemed necessary to bring it up to current building codes and standards.

Renovations include, but are not limited to, the following areas:

1. Plumbing
2. Electrical
3. Landscape
4. Painting (interior/exterior)
5. Windows
6. Flooring
7. New furnishings and appliances

The renovation contract budget in Exhibit B1 (rev. 2020) details the funding to cover all renovation costs.

5. **Exhibit C Table 1 – Performance Measures** of the Agreement is amended to replace all instances of “FY2019-20” with “FY2020-21”
6. **Exhibit B1** is replaced with **Revised Exhibit B1** (rev. 2020) and is attached hereto.
7. **All other terms and conditions of the Agreement dated June 26, 2018 and subsequently amended on June 4, 2019 and March 26, 2020 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

<small>DocuSigned by:</small>  <small>0AFBCADE7812431...</small>	6/3/2020 9:32 AM PDT	Sara Larios Mitchell
_____ 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 B1 (rev. 2020) – Budget

Program Name: StarVista's Transitional Youth Services - THP-Plus & Aftercare					
FY20-21					
Line Item	Total Program Budget	THP+		Aftercare	
		Funding Request (detail how funds will be spent per line item)	Funding Request (detail how funds will be spent per line item)	Funding Request (detail how funds will be spent per line item)	Funding Request (detail how funds will be spent per line item)
Revenue					
HSA Funding THP-Plus Services	\$ 1,400,000	\$ 1,400,000	\$ -		
HSA Funding Aftercare Services	\$ 84,421	\$ -	\$ 84,421		
CDBG South San Francisco	\$ 10,760				
Other Private Funding	\$ 133,974				
<i>Other government contracts (list each contract/funding on it's own line- please add in more rows if needed)</i>					
In-Kind Donations	\$ 7,500				
Total Revenue	\$ 1,636,655	\$ 1,400,000	\$ 84,421		
STAFFING DETAILS					
general units - units funded partially or wholly via the funding requested under this contract					
STAFFING DETAILS					
Expense					
Direct Personnel Expense	Full Cost	THP Plus funding	Aftercare	% Attributed this Contract	cost for these FTE
Program Manager	\$ 77,256	\$ 73,393	\$ 3,863	100%	\$ 77,256
Program Coordinator	\$ 54,228	\$ 58,464	\$ -	100%	\$ 58,464
Residential Counselors	\$ 87,696	\$ 87,696	\$ -	100%	\$ 87,696
Relief Workers	\$ 13,363	\$ 13,363	\$ -	100%	\$ 13,363
Housing Specialist	\$ 50,112	\$ 12,528	\$ 25,056	75%	\$ 37,584
Case Managers	\$ 144,072	\$ 120,060	\$ 24,012	100%	\$ 144,072
Department Director	\$ 20,078	\$ 20,078	\$ -	20%	\$ 20,078
Chief Program Officer	\$ 7,280	\$ 7,280	\$ -	5%	\$ 7,280
Benefits	\$ 122,603	\$ 106,073	\$ 14,291		\$ 120,364
subtotal personnel	\$ 576,688	\$ 498,935	\$ 67,222		\$ 566,157
Operating Expenses					
Rental Subsidy - Youth	\$ 450,000	\$ 450,000	\$ -		
Living Subsidy - Youth	\$ 220,000	\$ 220,000	\$ -		
Food - Youth	\$ 18,000	\$ 18,000	\$ -		
Transportation - Youth	\$ 11,000	\$ 11,000	\$ -		
Utilities - Youth	\$ 12,000	\$ 12,000	\$ -		
Telephones - Youth	\$ 7,000	\$ 7,000	\$ -		
Other Support - Youth	\$ 8,600	\$ 6,600	\$ 2,000		
Program Supplies	\$ 8,750	\$ 6,900	\$ 1,850		
Rent, Utilities & Staff Occupancy	\$ 28,550	\$ 24,650	\$ 3,900		
Phones - Office & Staff	\$ 9,000	\$ 7,500	\$ 1,500		
Mileage Reimbursement	\$ 7,275	\$ 7,000	\$ 275		
Employee Costs	\$ 1,650	\$ 1,650	\$ -		
Other Costs	\$ 1,500	\$ 1,500	\$ -		
subtotal operating expenses	\$ 783,325	\$ 773,800	\$ 9,525		
Admin Expense					
Administrative expense (note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)	\$ 276,642	\$ 127,265	\$ 7,674		
subtotal admin expense	\$ 276,642	\$ 127,265	\$ 7,674		
Total Expenses	\$ 1,636,655	\$ 1,400,000	\$ 84,421		

Orange & Grand Temp Housing & Other Costs				
Description	Notes	Unit Cost	Units	Cost Estimate Total
Hoteling Costs - 5 rooms required				
Hotel - First 30 Days	\$230 per day, per room	\$ 230.00	150	\$ 34,500.00
Hotel - Next 60 Days	\$200 per day, per room	\$ 200.00	300	\$ 60,000.00
Hotel - Additional 2 days	\$200 per day, per room	\$ 200.00	10	\$ 2,000.00
<i>Sub-Total Hoteling Costs</i>				\$ 96,500.00
<i>10% Contingency</i>				\$ 9,650.00
Total Hoteling				\$ 106,150.00
Furniture Costs				
Couch		\$ 3,000.00	3	\$ 9,000.00
Single Seat/Chair/Loveseat		\$ 1,000.00	4	\$ 4,000.00
Coffee Table		\$ 1,000.00	3	\$ 3,000.00
Side Table		\$ 750.00	3	\$ 2,250.00
Living Room Bookcase		\$ 500.00	3	\$ 1,500.00
Dinning Room Table		\$ 1,000.00	3	\$ 3,000.00
Dinning Room Chair		\$ 400.00	18	\$ 7,200.00
Bed + Mattresses		\$ 3,000.00	9	\$ 27,000.00
Nightstand		\$ 500.00	9	\$ 4,500.00
Wardrobes/Dressers/Storage		\$ 1,500.00	10	\$ 15,000.00
Backyard Furniture/BBQ		\$ 3,000.00	1	\$ 3,000.00
Fridge		\$ 2,000.00	3	\$ 6,000.00
Oven		\$ 2,000.00	3	\$ 6,000.00
Microwave		\$ 200.00	4	\$ 800.00
Desk & Chair		\$ 1,000.00	1	\$ 1,000.00
Mini Fridge		\$ 200.00	1	\$ 200.00
Outside/Garage Entry Keypad Locks		\$ 200.00	10	\$ 2,000.00
TV		\$ 300.00	3	\$ 900.00
Misc. Décor		\$ 300.00	3	\$ 900.00
<i>Sub-Total Furniture Costs</i>				\$ 97,250.00
<i>10% Contingency</i>				\$ 9,725.00
Total Furniture Costs				\$ 106,975.00
Other Costs				
Personal Item Storage	Storage Unit (\$25.00 first month, \$257 per additional month, plus estimated taxes, fees, insurance)	\$ 675.00	1	\$ 675.00
Increase Food & Transportation Allowance	\$100 per resident, per week (13)	\$ 100.00	117	\$ 11,700.00
Hotel Laundry Facilities	13 weeks @ 2 loads per resident, per week	\$ 5.00	234	\$ 1,170.00
Moving/Packing Supplies	Boxes, tubs, tape, lock, etc.	\$ 500.00	1	\$ 500.00
Mail Forwarding	\$2.00 per resident, per address change (2)	\$ 2.00	18	\$ 36.00
Increased Equipment Expenses	1 for staff use off-site, 1 for client use off-site	\$ 1,000.00	2	\$ 2,000.00
Increased Personnel Expenses	4 added staff, for 8 hours per day, for 2 move days (hourly rate x 128 hours)	\$ 31.25	128	\$ 4,000.00
Increased Operating Expenses	Mileage, Program Supplies, & Equipment	\$ 1,000.00	1	\$ 1,000.00
<i>Sub-Total Other Costs</i>				\$ 21,081.00
<i>10% Contingency</i>				\$ 2,108.10
Total Other Costs				\$ 23,189.10
Total Estimated Costs				\$ 236,314.10