

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

THIS FIFTH AMENDMENT TO THE AGREEMENT, entered into this ___ day of _____, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and StarVista, hereinafter called "Contractor";

WITNESSETH:

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 on December 14, 2021, for mental health services and substance use disorder treatment services for the term of July 1, 2021 through June 30, 2022, for a maximum obligation of \$6,920,577; and

WHEREAS, on July 21, 2022, the Chief of San Mateo County Health approved a first amendment to increase the maximum amount by \$7,542,045 for a total amount not to exceed \$14,462,622 and extend the term through June 30, 2023; and

WHEREAS, on April 21, 2023, the Chief of San Mateo County Health approved a second amendment to increase the maximum amount by \$25,000 for a total amount not to exceed \$14,487,622 with no change to the agreement term; and

WHEREAS, on June 13, 2023, the Board approved an amendment to the Agreement to increase the maximum amount by \$5,522,383 for a total amount not to exceed \$20,010,005 and extend the term of the Agreement by nine months through March 31, 2024; and

WHEREAS, on January 8, 2024, the Chief of San Mateo County Health or designee approved an amendment to the Agreement to provide a 4% Cost of Living Adjustment for FY 2023-2024, increasing the maximum amount by \$235,070 to \$5,757,455, for a total amount not to exceed \$20,245,075 with no change to the agreement term; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$3,838,303 for a total amount not to exceed \$24,083,378 and extend the term of the Agreement by six months through September 30, 2024.

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

1. Section 4. 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 herein and in Exhibits A.1.1, A.2.1, A.3.1 and A.4.1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B.1.1, B.2.1, B.3.1 and B.4.1. 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 TWENTY-FOUR MILLION EIGHTY-THREE THOUSAND THREE HUNDRED SEVENTY-EIGHT DOLLARS (\$24,083,378).

2. Section I. Payments of Exhibit B.1.1 is amended to read as follows:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 4 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Policy and Procedure Manual located at: <http://www.smhealth.org/bhrs/aod/reqs>.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed TWENTY-FOUR MILLION EIGHTY-THREE THOUSAND THREE HUNDRED SEVENTY-EIGHT DOLLARS (\$24,083,378).

For the term April 1, 2024 through September 30, 2024, the combined maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed THREE MILLION EIGHT HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED THREE DOLLARS (\$3,838,303).

B. Drug MediCal Organized Delivery System SUD Treatment Services

For the term April 1, 2024 through September 30, 2024, the maximum amount County shall be obligated to pay for DMC-ODS services shall not exceed EIGHT HUNDRED FORTY-NINE THOUSAND FIFTY-TWO DOLLARS (\$849,052).

1. For the term April 1, 2024 through September 30, 2024, Contractor received quarterly payments of SIXTY THOUSAND FOUR HUNDRED EIGHT DOLLARS (\$60,408) for a total of ONE HUNDRED TWENTY THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS (\$120,816) for DMC-ODS Withdrawal Management services through a separate agreement.
2. For the term April 1, 2024 through September 30, 2024, Contractor shall be paid a maximum of ONE HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED DOLLARS (\$162,200) for all other DMC-ODS services. Contractor shall submit quarterly invoices for payment. Invoice amounts shall be Contractor's actual monthly costs, or an advance payment in the amount of EIGHTY ONE THOUSAND ONE HUNDRED DOLLARS (\$81,100), whichever is less. Contractor will submit invoices on forms and in a manner prescribed by the County. The per unit rates are referenced in Schedule A – DMC-ODS Service Rate Table.
3. For the term April 1, 2024 through September 30, 2024, Contractor shall be paid a maximum of FIVE HUNDRED SIXTY-SIX THOUSAND THIRTY-FIVE DOLLARS (\$566,035) for all DMC-ODS services. Contractor shall submit monthly invoices for payment. Invoice amounts shall be Contractor's actual monthly costs, or an advance payment in the amount of ONE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED NINE DOLLARS (\$141,509), whichever is less. Contractor will submit invoices on forms and in a manner prescribed by the County. The per unit rates are referenced in Schedule A – DMC-ODS Service Rate Table.

C. Non-Drug MediCal SUD Treatment Services

1. Medication Assisted Treatment Services

For the term April 1, 2024 through September 30, 2024, the maximum amount County shall be obligated to pay for Medication Assisted Treatment shall not exceed SEVENTY-TWO THOUSAND SEVEN HUNDRED ELEVEN DOLLARS (\$72,711).

- a. For the term April 1, 2024 through September 30, 2024, County shall pay Contractor TWELVE THOUSAND ONE HUNDRED EIGHTTEEN DOLLARS (\$12,118) per month.

2. Sobering Station

For the term April 1, 2024 through September 30, 2024, the maximum amount County shall be obligated to pay for the First Chance Sobering Station shall not exceed ONE HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS

(\$153,556).

- a. For the term April 1, 2024 through September 30, 2024, County shall pay Contractor TWENTY-FIVE THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS (\$25,593) per month.

3. Sections I. Payments of Exhibit B.2.1 is amended to read as follows:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 4 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Policy and Procedure Manual located at: <http://www.smhealth.org/bhrs/aod/reqs>.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed TWENTY-FOUR MILLION EIGHTY-THREE THOUSAND THREE HUNDRED SEVENTY-EIGHT DOLLARS (\$24,083,378).

For the term April 1, 2024 through September 30, 2024, the combined maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed THREE MILLION EIGHT HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED THREE DOLLARS (\$3,838,303).

B. Girls' Program

For the term April 1, 2024 through September 30, 2024, County shall pay up to a maximum of EIGHTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS (\$88,881) for services provided under Exhibit A.2.1, Paragraph I.B.

1. Mental Health Services described in Paragraph I.B.2. of Exhibit A.2.1, County shall pay Contractor at the rate of THREE DOLLARS THIRTY-ONE CENTS (\$3.31) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18.
2. Case Management described in Paragraph I.B.3. of Exhibit A.2.1, County shall pay Contractor at the rate of TWO DOLLARS FIFTY-FIVE CENTS (\$2.55) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18.
3. Crisis Intervention Service described in Paragraph I.B.4. of Exhibit

A.2.1, County shall pay Contractor at the rate of FOUR DOLLARS NINETY-ONE CENTS (\$4.91) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18.

C. Telephone Hotline and Web-based Crisis Intervention and Suicide Prevention Services

For the term April 1, 2024 through September 30, 2024, County shall pay up to a maximum of SEVENTY-ONE THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS (\$71,187) for Crisis Intervention and Suicide Prevention Services as described in Paragraph I.C. of Exhibit A.2.1.

1. For the term April 1, 2024 through September 30, 2024, Contractor shall be reimbursed the full cost of providing services. Unless otherwise authorized by the Chief of San Mateo Health or designee, the monthly payment by County to Contractor for the services shall be ELEVEN THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS (\$11,864).

D. Youth Stabilization, Opportunity & Support (S.O.S.) Team

For the term April 1, 2024 through September 30, 2024, County shall pay up to a maximum of SIX HUNDRED TWENTY-FOUR THOUSAND TWO HUNDRED SEVENTEEN DOLLARS (\$624,217) for the Youth S.O.S. Team as described in Paragraph I.D. of Exhibit A.2.1.

E. Texting and Social Media – Innovation Tech Suite Pilot

For the term April 1, 2024 through September 30, 2024, County shall pay up to a maximum of SIXTY-SIX THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS (\$66,951) for Texting and Social Media – Innovation Tech Suite Pilot as described in Paragraph I.D. of Exhibit A.2.1.

F. Early Childhood Community Team

For the term April 1, 2024 through September 30, 2024, Contractor shall be paid a maximum of TWO HUNDRED FORTY-FOUR THOUSAND NINETY-FIVE DOLLARS (\$244,095) for the Early Childhood Community Team and the 4.33 FTE positions described in Paragraph I.E.

1. For the term April 1, 2024 through September 30, 2024, the monthly rate of payment by the County to Contractor shall be FORTY THOUSAND SIX HUNDRED EIGHTY-THREE DOLLARS (\$40,683).

G. Early Childhood Community Team

For the term April 1, 2024 through September 30, 2024, Contractor shall be paid a maximum of THREE HUNDRED NINETY-THREE THOUSAND SIX

HUNDRED NINETY DOLLARS (\$393,690) FTE positions described in Paragraph I.E.6.

1. For the term April 1, 2024 through September 30, 2024, the monthly rate of payment by the County to the Contractor shall be SIXTY-FIVE THOUSAND SIX HUNDRED FIFTEEN DOLLARS (\$65,615) per month.

H. Co-Chair of the Diversity and Equity Council

For the term April 1, 2024 through September 30, 2024, Contractor shall be paid a maximum of THIRTEEN THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS (\$13,767) for services described in Exhibit A.2.1 Paragraph I.F. of the Agreement.

1. For the term April 1, 2024 through September 30, 2024, the monthly rate of payment by the County to Contractor shall be TWO THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS (\$2,295).

I. Early Childhood Mental Health Consultation (ECMHC)

For the term April 1, 2024 through September 30, 2024, Contractor shall be paid a maximum of FIFTY-TWO THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$52,688).

1. For the term April 1, 2024 through September 30, 2024, for the provision of Program services as described in Paragraph I.G. of Exhibit A.2.1, County shall pay Contractor at a rate of ONE HUNDRED TWENTY-NINE DOLLARS FOURTEEN CENTS (\$129.14) per hour of service, not to exceed eight hundred sixteen (816) hours.

J. Health Ambassador Program-Youth (HAP-Y)

For the term April 1, 2024 through September 30, 2024, County shall pay Contractor up to a maximum of ONE HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED NINE DOLLARS (\$166,909) for the provision of services as described in Paragraph I.H. of Exhibit A.2.1.

K. Trauma-informed Co-occurring Services for Youth

For the term April 1, 2024 through September 30, 2024, County shall pay Contractor up to a maximum of FORTY-NINE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$49,650) for the provision of services as described in Paragraph I.J. of Exhibit A.2.1.

L. Parent Project

For the term April 1, 2024 through September 30, 2024, Contractor shall be paid a maximum of THIRTY-THREE THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARS (\$33,265) for Parent Project classes described in Exhibit A.2.1 Section I.C. of the Agreement. This amount includes an additional TWO HUNDRED SIXTY-NINE DOLLARS (\$269) for additional outreach and class sessions if needed.

M. Youth Mental Health First Aide

For the term April 1, 2024 through September 30, 2024, Contractor shall be paid a maximum of TWELVE THOUSAND EIGHTY-SIX DOLLARS (\$12,086) for Youth Mental Health First Aid as described in Paragraph I.L. of Exhibit A.2.1.

N. Adult Mental Health First Aide

For the term April 1, 2024 through September 30, 2024, Contractor shall be paid a maximum of TWELVE THOUSAND EIGHTY-SIX DOLLARS (\$12,086) for Adult Mental Health First Aid as described in Paragraph I.M. of Exhibit A.2.1.

4. Sections I. Payments of Exhibit B.3.1 is amended to read as follows:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 4 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Policy and Procedure Manual located at: <http://www.smhealth.org/bhrs/aod/reqs>.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed TWENTY-FOUR MILLION EIGHTY-THREE THOUSAND THREE HUNDRED SEVENTY-EIGHT DOLLARS (\$24,083,378).

For the term April 1, 2024 through September 30, 2024, the combined maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed THREE MILLION EIGHT HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED THREE DOLLARS (\$3,838,303).

B. The San Mateo County Pride Center (Pride Center)

For the term April 1, 2024 through September 30, 2024, County shall pay

Contractor up to a maximum of FOUR HUNDRED FORTY-TWO THOUSAND THREE HUNDRED SEVENTY-TWO DOLLARS (\$442,372) for the Pride Center services.

C. PRIDE Initiative Fiscal Sponsor

For the term April 1, 2024 through September 30, 2024, County shall pay Contractor up to TWO THOUSAND SEVEN HUNDRED FIFTY-EIGHT DOLLARS (\$2,758) for the PRIDE Initiative's fiscal sponsorship activities.

D. Training and Consultation

For the term April 1, 2024 through September 30, 2024, County shall pay Contractor up to FOUR THOUSAND SEVEN HUNDRED ONE DOLLARS (\$4,701) for training and consultation.

1. For the term April 1, 2024 through September 30, 2024, the County-wide trainings will be paid at a rate of SEVEN HUNDRED SEVENTY-THREE DOLLARS (\$773) per training.
2. For the term April 1, 2024 through September 30, 2024, Consultation for specific SOGI and LGBTQ+ related trainings will be paid at a rate of ONE HUNDRED SIXTY-SIX DOLLARS (\$166) per hour.

5. Sections I. Payments of Exhibit B.4.1 is amended to read as follows:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 4 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Policy and Procedure Manual located at: <http://www.smhealth.org/bhrs/aod/reqs>.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed TWENTY-FOUR MILLION EIGHTY-THREE THOUSAND THREE HUNDRED SEVENTY-EIGHT DOLLARS (\$24,083,378).

For the term April 1, 2024 through September 30, 2024, the combined maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed THREE MILLION EIGHT HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED THREE DOLLARS

(\$3,838,303).

B. Community Wellness Crisis Response Team

For the term April 1, 2024 through September 30, 2024, County shall pay up to a maximum of FOUR HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED EIGHTY-ONE DOLLARS (\$483,681) for services provided under Exhibit A.4.1 of this Agreement.

1. For the term April 1, 2024 through September 30, 2024, Contractor shall be reimbursed the full cost of providing services. Unless otherwise authorized by the Chief of San Mateo County Health or designee, the monthly payment by County to Contractor for the services shall be EIGHTY THOUSAND SIX HUNDRED FOURTEEN DOLLARS (\$80,614).

6. All other terms and conditions of the Agreement, as previously amended, between the County and Contractor shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

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

Sara Larios Mitchell	Digitally signed by Sara Larios Mitchell Date: 2024.04.09 14:33:25 -07'00'	4/9/24	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