FOURTH AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STARVISTA

1	THIS AMENDMEN	NT TO THE AGREEMENT, entered into this day of
	, 20	_, by and between the COUNTY OF SAN MATEO, hereinafter
called "O	County," and StarV	ista, 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, on June 25, 2019, the parties entered into an Agreement to provide, through Children Family Resource Centers (CFRCs) at various school districts in San Mateo County, school-based mental health services that focus on children with behavioral issues who are at-risk of entering into the child welfare system, juvenile justice system, and/or psychiatric emergency services from July 1, 2019 through June 30, 2020 for not-to-exceed amount of \$639,770; and

WHEREAS, on December 10, 2019, the parties amended the Agreement to increase the number of full-time equivalent staff from six (6) to thirteen (13), add \$2,872,878 in funds, and extend the term through June 30, 2021; and

WHEREAS, on February 22, 2021, the parties amended the Agreement to expand clinical staffing requirements and update contract management contacts; and

WHEREAS, on June 29, 2021, the parties amended the Agreement to adjust the number of full-time equivalent staff from thirteen (13) to eleven (11), add \$1,292,752 in funds, and extend the term through June 30, 2022; and

WHEREAS, the parties now wish to amend the Agreement to add \$1,388,543 in funds and extend the term through June 30, 2022 for a revised not-to-exceed amount of \$5,554,173.

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
Exhibit C-Monitoring (Revised 2019)
Exhibit D-Finger Printing Requirement
Exhibit E-Child Abuse Reporting
Attachment H-HIPPA
Attachment 1-§ 504 Compliance
Attachment P-Personally Identifiable Information

2. Section <u>3. Payments</u> 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 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 **FIVE MILLION**, **FIVE HUNDRED FIFTY-FOUR THOUSAND**, **ONE HUNDRED AND SEVENTY-THREE DOLLARS** (\$5,554,173). If 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.

3. 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, 2019, through June 30, 2023.

4. Exhibit A paragraph 1 is amended to read as follows:

Children and Family Resource Centers (CFRCs) provide school-based mental health services to address risk factors related to child welfare, juvenile justice, and psychiatric emergency services through eleven (11) Spanish-speaking, bilingual clinicians based at schools within the following districts: Jefferson Elementary School District; Pacifica School District; Ravenswood City School District; San Bruno Park School District; San Mateo-Foster City School District; and South San Francisco Unified School District. Clinical staff screen children for risk factors and other issues that impact social and emotional functioning in the home and school setting and create treatment plans based on assessed needs. Children and families receive short-term, evidence-based treatment and therapy which assist them in meeting treatment plan goals.

5. Exhibit C section B is amended to read as follows:

Contractor will submit monthly, quarterly, and year-end reports to HSA in a format as specified by HSA. Contractor will submit reports based on due dates in the below sections to the **CFS contract manager** (ohodges@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org).

- **5.** Exhibit B1 (Revised Nov. 2021) is removed in its entirety.
- 6. All other terms and conditions of the Agreement dated June 25, 2019 and amended on December 10, 2019, February 22, 2021, and June 29, 2021 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

Docusigned by: Sara Mitchell, Ph.D. OAFRCADE7812431	6/17/2022 1:04 PM	PD T ara Mitchell, Ph.D.	
Contractor Signature	Date	Contractor Name (please print)	
COUNTY OF SAN MATEO			
By: President, Board of Supervisors	, San Mateo County		
Date:			

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By: Clerk of Said Board