

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

THIS FIFTH AMENDMENT TO THE AGREEMENT, entered into this 13th day of June, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the City of San Mateo, 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, on November 1, 2016, the parties entered into an Agreement for juvenile diversion case management services for the term July 1, 2015 through June 30, 2017, in an amount not to exceed \$150,000; and

WHEREAS, on September 12, 2017, the parties entered into an amendment to the Agreement, increasing the County's maximum fiscal obligation amount by \$95,000 to a new amount not to exceed \$245,000 and extending the term through June 30, 2018; and

WHEREAS, on January 29, 2019, the parties entered into a second amendment to the Agreement, increasing the contract amount by \$85,263 to a new amount not to exceed \$330,263 and extending the term through June 30, 2019; and

WHEREAS, on March 24, 2020, the parties entered into a third amendment to the Agreement, increasing the amount by \$287,868 to a new amount not to exceed \$618,131 and extending the term through June 30, 2022; and

WHEREAS, on September 13, 2022, the parties entered into a fourth amendment to the Agreement, increasing the contract amount by \$100,000, to a new amount not to exceed \$718,131 and extending the term through June 30, 2023; and

WHEREAS, the parties wish to amend the Agreement a fifth time in order to increase the contract amount by \$353,300 including \$23,870 for Fiscal Year 2022-23, \$197,766 for Fiscal Year 2023-24 and \$132,664 for Fiscal Year 2024-25 a new total amount not to exceed \$1,071,431 and to extend the term of the Agreement through June 30, 2025.

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

1. Section 3 of the agreement is amended to read as follows:

Payments: In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in his Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B4 (rev. June 13, 2023). County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION SEVENTY ONE THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS AND ZERO CENTS (\$1,071,431.00). In the event that the County makes 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.

2. Section 4 of the agreement is amended to read as follows:

Term: Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2025.

3. "Revised Exhibit A is replaced with "Revised Exhibit A1(rev. June 13, 2023) attached hereto.
4. "Revised Exhibit B3 (rev. May 26, 2022)" is replaced with "Revised Exhibit B4 (rev. June 13, 2023)" attached hereto.
5. All other terms and conditions of the agreement dated November 1, 2016, between the County and Contractor, as amended on September 12, 2017, January 29, 2019, March 24, 2020, and September 13, 2022 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: CITY OF SAN MATEO

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 A1 (rev. June 13, 2023)

In consideration of the payments set forth in Exhibit B1 (rev. June 13, 2023), Contractor shall provide the following services:

The scope of work being added is to provide part time (20 hours/week) bilingual case management services.

PAL Program Clinical Case Management - PT Bilingual CM		2023-2024
MFT or Social Worker Clinical Case Manager	20 hours a week: Includes individual and group supervision, paperwork completion time & travel	\$35,942
Clinical Supervisor for full-time case manager	3.75 hours/week: 3 hours direct clinical supervision labor and .75 hours of documentation review and cosigning	\$11,821
401K retirement benefits 12%		\$4,313
Medical Benefits	Clinical Case Manager and Clinical Supervisor: \$8836 *.625 FTE	\$5,523
Subtotal Salaries and Benefits		\$57,599
Mileage for field services		\$1,500
Program and Office Supplies		\$115
Electronic Health Care Records Database		\$310
Licenses		\$115
Subtotal Operating Expenses		\$2,040
Indirect Expenses (Admin, Overhead, Payroll)		\$8,946
Total Program Cost		\$68,585

Exhibit B4 (rev. June 13, 2023)

In consideration of the services provided by Contractor described in Exhibit A1 (rev. June 13, 2023) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms.

Contractor shall submit an invoice to the County for approval prior to receiving payment which shall be sufficiently detailed to substantiate the basis for reimbursement. County will remit payment within forty-five (45) days of receipt of an approved invoice. County will reimburse Contractor for an amount up to \$123,870 for FY 2022-23, up to \$196,766 for FY 2023-24 and up to \$132,664 for FY 2024-25 for the cost of the YMCA case management services for the Juvenile Diversion Program and the Prevention Services Program as included in the Memorandum of Understanding between the San Mateo Police Department and the YMCA, and bilingual case management services.

As set forth in Section 3 of the Agreement, in no event shall the County's total fiscal obligation under this Agreement exceed \$1,071,431.