

**AMENDMENT THREE TO THE 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, on December 5, 2017, the parties entered into an Agreement to provide services in San Mateo's North, Central, and Coastal Regions for a total amount of \$846,907 for the term of December 6, 2017 through December 5, 2018. This agreement was subsequently amended on December 4, 2018 and on December 4, 2019, to include the Southern Region and add additional funding for a revised total amount of \$2,000,314 and a revised term of December 6, 2017 through December 5, 2020; and

WHEREAS, the parties wish to amend the Agreement to add funding in the amount of \$1,253,407 for a revised total of \$3,253,721.

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

1. Paragraph 1 Exhibits, 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 – Outcomes and Reporting Requirements
Exhibit C – Payment Schedule (Revised 12/2018)
Exhibit C1 – Budgets (Revised 12/2019)
Exhibit D – Child Abuse Prevention and Reporting
Attachment A – Fingerprinting Certification
Attachment I - § 504 Compliance
Attachment P – Personally Identifiable Information

2. Paragraph 2 Services to be performed by the Contractor, is amended to read as follows:

In consideration of the payments set forth in this Agreement, Exhibit C (Revised 12/2018), and Exhibit C1 (Revised 12/2019), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Paragraph 3 Payments, 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 Exhibits A and B (Revised 12/2019), County shall make payments to Contractor based on the rates and in the manner specified in Exhibits C and C1 (Revised 12/2019). County reserves the right to withhold payments 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 **THREE MILLION, TWO HUNDRED FIFTY-THREE THOUSAND, SEVEN HUNDRED AND TWENTY-ONE DOLLARS (3,253,721)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by 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. Exhibit B - Program Monitoring and Outcomes is amended as follows:

All instances of "FY 2018-19 Target" is replaced with "FY 2019-20 Target" and all instances of "FY 2019-20* Target" is replaced with "FY 2020-21* Target". Performance table footnote is amended to read: *Measure tracks services for 5 months from July 1, 2020 to December 5, 2020.

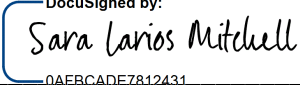
5. Exhibit C (Revised 12/2018), Method and Rate of Payment, subsection K is removed in its entirety.

6. Exhibit C1 – Budget (Revised 12/2019) hereby replaces Exhibit C1 – Budget (Revised 12/2018) in its entirety and is attached hereto.

7. All other terms and conditions of the Agreement dated December 5, 2017, 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

 0AEBCADE7812431	2/28/2020 9:27 AM PST	Sara Larios Mitche11
_____ 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 C1 – Budget (Revised 12/2019)

Program Name: Differential Response		
12 Month Budget		
Expense		
Direct Personnel Expense	Full Cost	Cost to This Contract
Program Manager	\$ 73,080	\$ 73,080
Program Coordinator	\$ 63,684	\$ 63,684
Intake Coordinator	\$ 55,332	\$ 55,332
Clinical Supervision	\$ 8,352	\$ 8,352
Case Managers (10)	\$ 495,441	\$ 495,441
MH Clinician	\$ 56,376	\$ 56,376
Department Director	\$ 100,006	\$ 20,078
Chief Program Officer	\$ 145,038	\$ 3,640
Data/QM/Childcare	\$ 72,800	\$ 7,778
Benefits (Direct Labor)	\$ 288,929	\$ 211,615
Subtotal personnel	\$ 1,359,038	\$ 995,376
Operating Expenses		
Supplies/Telephone/Internet/Printing/Postage	\$ 31,250	\$ 31,250
Employee Costs/Mileage Reimbursements/Training	\$ 27,600	\$ 27,600
Facilities & Equipment: Office Rent/Maintenance/Utilities/Security	\$ 67,600	\$ 67,600
Client Costs: Food/Others	\$ 15,000	\$ 15,000
Other/Misc.	\$ 2,600	\$ 2,600
Subtotal Operating Expenses	\$ 144,050	\$ 144,050
Admin Expense		
Administrative expense <i>(note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)</i>	\$ 300,618	\$ 113,981
Subtotal Admin Expense	\$ 300,618	\$ 113,981
Total Expenses	\$ 1,803,706	\$ 1,253,407