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";	

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

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), school-based mental health services that focus on children with behavioral issues who are at-risk of entering into systems that include: child welfare, juvenile justice, and psychiatric emergency services within various school districts in San Mateo County from July 1, 2019 through June 30, 2020, for the 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), added \$2,872,878 in funds, and extended 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, the parties wish to amend 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 for a revised total of \$4,165,630.

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 B1-Budget (Revised 2021)

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 **FOUR MILLION, ONE HUNDRED SIXTY-FIVE THOUSAND, SIX HUNDRED AND THIRTY DOLLARS** (\$4,165,630). 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.

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, 2022.

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** Spanish-speaking, bilingual clinicians based at schools within the following districts: Daly City, San Bruno, Pacifica, Ravenswood (East Palo Alto), South San Francisco and San Mateo. 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 A section B is amended to read as follows:

Contractor will hire, train, and supervise **eleven** (11) full-time equivalent clinical staff. Clinical staff must be:

- 1. Spanish-speaking bilingual.
- 2. Master's level educated.
- 3. In possession of a current and valid clinical license, or be in the process of becoming licensed, by the State of California while working with families.

6. 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 (<u>JLamadora@smcgov.org</u>) with a copy to the Administrative Secretary (<u>RMDiaz@smcgov.org</u>).

- 7. Exhibit B1 (Revised Nov. 2019) is replaced with Exhibit B1 (Revised 2021).
- 8. All other terms and conditions of the Agreement dated June 25, 2019 and amended on December 10, 2019 and on February 22, 2021 between the County and Contractor shall remain in full force and effect.

For Contractor: StarVista

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

	Docusigned by: Sara Larios Mitchell OAFBCADE7812431	6/10/2021 4:01 PM	PDT	Sara Larios	Mitchell
Contrac	etor Signature	Date	Contractor	Name (please	print)
ı					
COUNT	Y OF SAN MATEO				
	By: President, Board of Supervisors,	San Mateo County			
	Date:				
ATTES ⁻	Т:				
By: Clerk of	[:] Said Board				

Exhibit B1 (Rev. 2021)

Program Name: Children and Family Resource Centers (CFRC)	1						
FY21-22							
Line Item Total Program Budget		_	Funding Request (detail how funds will be spent per line item)				
Revenue							
Other Funding (various sources)	\$	66,371					
HSA funding (amount requested)	\$	1,343,903	\$	1,292,752			
	\$	-					
	\$	-					
Other government contracts (list each contract/funding on it's own line- please add in more rows if needed)							
Total Revenue	Ś	1,410,274	Ś	1,292,752			
				, , , ,	STAFFING	G DE	AILS
Expense					general units - units funded partially or wholly via the funding requested under this contract		the funding
					STAFFING	G DE	AILS
Direct Personnel Expense		Full Cost	Со	ost to this Contract	% Attributed this Contract	cost	for these FTE
Program Manager	\$	91,872	\$	91,872	100%	\$	91,872
Program Coordinator	\$	75,168	\$	75,168	100%	\$	75,168
Supervision	\$	27,144	\$	27,144	100%	\$	27,144
Mental Health Clinician x11 FTE	\$	630,785	\$	630,785	100%	\$	630,785
Department Director	\$	39,604	\$	39,604	100%	\$	39,604
CPO/Clinical Director	\$	18,852	\$	18,852	100%	\$	18,852
Data	\$	3,863	\$	3,863	100%	\$	3,863
Benefits (Direct Labor)	\$	248,441	\$	248,441		\$	248,441
Subtotal Personnel	\$	1,135,729	\$	1,135,729		\$	1,135,729
Operating Expenses							
Supplies/Telephone/Internet/Printing/Postage	\$	16,000	_	16,000			
Employee Costs/Mileage Reimbursement/Training	\$	10,700	-	10,700			
Facilities & Equipment: Office Rent/Maintenance/Utilities/Security	\$	11,800	\$	11,800			
Professional Services & Fees	\$	1,000	\$	1,000			
Fibressional Services & Fees	Y						
Subtotal Operating Expenses	\$	39,500	\$	39,500			
	_	39,500	\$	39,500			
Subtotal Operating Expenses	_	39,500 235,046	Ť	39,500 117,523			
Subtotal Operating Expenses Admin Expenses Administrative expense (note costs are pooled and allocated to sites; not	\$		\$,			