

PILOT PROGRAM SIDE LETTER AGREEMENT

This Side Letter Agreement is entered into by and between the County of San Mateo (County), through Behavioral Health and Recovery Services (BHRS), and the Cities of San Mateo, South San Francisco, Daly City and Redwood City (collectively, the Cities).

WHEREAS, BHRS and the Cities entered into a Memorandum of Understanding (MOU) for the enactment of a Pilot Program, which was approved by the San Mateo County Board of Supervisors on January 12, 2021;

WHEREAS, BHRS conducted a four-month hiring process in furtherance of filling the four clinician positions needed to effectuate the Pilot Program;

WHEREAS, BHRS was unable to fill these roles due to fiscal and market challenges;

WHEREAS, BHRS identified a service provider, StarVista, which has enhanced capacity to meet the market needs to hire the four clinicians necessary for the Pilot Program; and

WHEREAS, BHRS wishes to assign certain duties and obligations under the MOU to StarVista.

NOW, THEREFORE, BHRS and the Cities do hereby agree as follows:

1. BHRS assigns its responsibilities under Sections 6.2, 8.3, and 8.4 of the MOU to StarVista.
 - a. All responsibilities identified under Section 6.2 of the MOU as responsibilities of a BHRS Clinician will now be the responsibility of a StarVista Clinician.
 - b. StarVista will be responsible for hiring the clinicians, pursuant to Section 8.3, and the Cities maintain entitlement to assign one member to the hiring panel.
2. BHRS will share responsibility with StarVista under Sections 5.1, 5.2, 5.3, 7, 8.1 and 8.2 of the MOU.
 - a. BHRS will be the lead entity, as between it and StarVista, for all responsibilities identified under Section 5.3.
 - b. As to Section 8.2, Conflict Resolution, StarVista will participate in the entire resolution process, starting with participation of a Supervisor in the first level of conflict resolution communications, and including the participation of the StarVista CEO should meet and confer with the Chief of Police be required.
3. The County and BHRS shall retain its obligations pursuant to Sections 9, 10, and 11.
4. Any and all other terms of the MOU not specifically identified herein which impose a duty or obligation upon BHRS or the County will ultimately rest with the County.

*** SIGNATURES ON FOLLOWING PAGE ***

IN WITNESS WHEREOF, this Side Letter is executed by the following authorized representatives of each party:

Scott Gilman, Director
Behavioral Health & Recovery Services

Ed Barberini, Chief of Police
City of San Mateo

Date

Date

Name & Title
City of Redwood City

Name & Title
City of South San Francisco

Date

Date

Name & Title
City of Daly City

Date