

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO COUNTY OFFICE OF EDUCATION**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo County Office of Education to subcontract with Cleo Eulau Center (now known as Acknowledge Alliance) 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, the parties entered into an Agreement for psychotherapy services for the term of July 1, 2011 through June 30, 2014, in the amount not to exceed \$134,400 and

WHEREAS, the parties wish to amend the Agreement to extend the term of the contract through June 30, 2015 and increase the amount by \$50,405 to an amount not to exceed \$184,805.

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

1. Term and Termination is amended to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2011, through June 30, 2015.**
2. Amendment Exhibit A1 (Scope of Work) is replaced with Revised Exhibit A2 (rev. 07/01/2014)
3. Amendment Exhibit B1 (Payment Schedule) is replaced with Revised Exhibit B2 (rev. 07/01/2014)
4. **All other terms and conditions of the agreement dated February 28, 2012 between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

San Mateo County Office of Education

Denise Bortugno
Contractor's Signature

Date: 7/1/14

**SAN MATEO COUNTY OFFICE OF EDUCATION
Psychotherapy Services
JULY 1, 2011 – JUNE 30, 2015**

In full consideration of the payments described in Exhibit "B2" herein, and the terms of this Agreement, Contractor shall provide individual and group psychotherapy for all referred youth attending the San Mateo County Court and Community Schools Programs.

1. Services

Services shall include:

- Individual psychotherapy for one hour once a week for as long as the student is attending the Court and Community School.
- Group psychotherapy for one hour once a week for as long as the student is attending the Court and Community School.
- We will serve a total of approximately 150 students during each academic year.
- Each hour of service equals one unit. We will provide approximately 50 units a week of individual therapy and 36 units a week of group therapy (6 groups a week each containing 6 students)

2. Location of Services

Services shall be delivered at the following addresses:

- Community School South (closed & moved to Gateway)
- Community School North (closed & moved to Gateway)
- Community School Central (closed & moved to Gateway)
- Gateway School (All SMC Community School Students to attend Gateway beginning Aug.2012)
- Hillcrest School
- Sequoia H.S., MA H.S., Carlemont H.S., Woodside H.S. (serving all SMC Court and Community School Students who transition to these high schools)

3. Probation Responsibilities

The Probation Department shall assign a Program Liaison under this Agreement. The Program Liaison shall:

- Review all correspondence and reports submitted by Contractor.
- Meet with Program Directors and staff as requested.
- View sites as needed during the term of this Agreement.

Probation Officers shall make referrals as appropriate.

**SAN MATEO COUNTY OFFICE OF EDUCATION
JULY 1, 2011 – JUNE 30, 2015
PAYMENTS and RATES**

Inconsideration of the payments described in Exhibit “A2” herein, and the terms of this Agreement, County shall pay Contractor in the following manner unless otherwise specifically authorized by the Chief Probation Officer or his/her designee:

- A. Contractor shall be paid for actual services provided up to a maximum amount of **ONE HUNDRED EIGHTY FOUR THOUSAND EIGHT HUNDRED FIVE DOLLARS AND ZERO CENTS (\$184,805)** for the term of the contract.
- B. The maximum amount of the annual payment shall be **FIFTY THOUSAND FOUR HUNDRED FIVE DOLLARS AND ZERO CENTS (\$50,405)** for FY 2014-15.
- B. Payments shall be made according to the following schedule:

Service	Hours/ Year	Rate/ Hour	Total Amount/Year
Individual psychotherapy for one hour once a week for as long as the student is attending the Court and Community School.	50 units/week for 30 weeks	FY 11-12 \$11.75	FY 11-12 \$17,625
		FY 12-13 \$17.65	FY 12-13 \$26,472
		FY 13-14 \$17.65	FY 13-14 \$26,472
		FY 14-15 \$17.65	FY 14-15 \$26,475
Group psychotherapy for one hour once a week for as long as the student is attending the Court and Community School.	36 units/week for 30 weeks	FY 11-12 \$11.75	FY 11-12 \$12,690
		FY 12-13 \$17.65	FY 12-13 \$19,060
		FY 13-14 \$17.65	FY 13-14 \$19,060
		FY 14-15 \$17.65	FY 14-15 \$19,062
Other Direct Costs— Finger printing, office supplies, printing, postage, food, professional development, insurance			FY 11-12 \$3,285
			FY 12-13 \$4,868
			FY 13-14

			\$4,868
			FY 14-15 \$4,868
TOTAL	86 units/week per year	--	\$184,805

- C. Contractor shall notify County of changes in the number of hours or type of services, in writing, in advance. Such changes shall be approved by the Chief Probation Officer or his designee. Contractor shall not be paid for services delivered in excess of those in the schedule above. Notwithstanding, the amount of the contract for the contract term shall not exceed **ONE HUNDRED EIGHTY FOUR THOUSAND EIGHT HUNDRED FIVE DOLLARS AND ZERO CENTS (\$184,805)**.
- D. Payment shall be made upon receipt of Contractor's quarterly invoice for actual services delivered and approved by the Chief Probation Officer or his designee within thirty (30) working days. All invoices should provide supporting documentation of units of services delivered as well as any receipts for any direct costs purchased for the program. County shall have the right to withhold payment if it determines that the quantity and quality of work performed is unacceptable.
- E. Contractor shall email invoices and activity reports to Noelle Vergara, Management Analyst at nvergara@smcgov.org and Sio Hung (Fanny) Ung, Fiscal Office Specialist at sung@smcgov.org. Emailed invoices and activity reports need not be signed. Contractor shall also mail original, signed, hard copies of invoices and activity reports to: Noelle Vergara, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402.
- F. Contractor shall submit invoices and activity reports according to the schedule below:

Service Period	Invoice Due Date	Report Content
July 1, 2011 – September 30, 2011	October 15, 2011	Services delivered
October 1, 2011 – December 31, 2011	January 15, 2012	Services delivered
January 1, 2012 – March 31, 2012	April 15, 2012	Services delivered
April 1, 2012 – June 30, 2012	July 5, 2012	Services delivered
July 1, 2011– June 30, 2012	July 31, 2012	Services delivered and program outcomes
July 1, 2012 – September 30, 2012	October 15, 2012	Services delivered
October 1, 2012 – December 31, 2012	January 15, 2013	Services delivered
January 1, 2013 – March 31, 2013	April 15, 2013	Services delivered
April 1, 2013 – June 30, 2013	July 5, 2013	Services delivered

July 1, 2012 – June 30, 2013	July 31, 2013	Services delivered and program outcomes
July 1, 2013 – September 30, 2013	October 15, 2013	Services delivered
October 1, 2013 – December 31, 2013	January 15, 2014	Services delivered
January 1, 2014 – March 31, 2014	April 15, 2014	Services delivered
April 1, 2014 – June 30, 2014	July 5, 2014	Services delivered
July 1, 2013 – June 30, 2014	July 31, 2014	Services delivered and program outcomes
July 1, 2014 – September 30, 2014	October 15, 2014	Services delivered
October 1, 2014 – December 31, 2014	January 15, 2015	Services delivered
January 1, 2015 – March 31, 2015	April 15, 2015	Services delivered
April 1, 2015 – June 30, 2015	July 5, 2015	Services delivered and program outcomes

- G. Payment for services provided is contingent upon the availability of County, State, or Federal funds. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever.