

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
THE MULTICULTURAL INSTITUTE**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and THE MULTICULTURAL INSTITUTE, 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 (the "Agreement") for street-based outreach employment matching services for day laborers and employers on July 7, 2015 in an amount not to exceed \$317,853 for the term of July 1, 2015 through June 30, 2017; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement through June 30, 2018 and to add funds in the amount of \$165,324 for a new maximum contract amount not to exceed \$483,177.

**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 (revised 2/2017)—Program/Project Description**  
**Exhibit B (revised 2/2017)—Method and Rate of Payment**  
**Exhibit C (revised 2/2017)—Performance Measures**  
**Exhibit D (revised 2/2017)—Budget Allocation**  
Attachment I—504 Compliance

- 2. Section 2. Services to be performed by Contractor** of the Agreement is amended to read as follows:

In consideration of the payments set forth in this Agreement and in **Exhibit B (revised 2/2017)**, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in **Exhibits A (revised 2/2017)** and **C (revised 2/2017)**.

3. **Section 3. Payments 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 **Exhibits A (revised 2/2017) and C (revised 2/2017)**, County shall make payment to Contractor based on the rates and in the manner specified in **Exhibit B (revised 2/2017)**. 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 HUNDRED EIGHTY THREE THOUSAND ONE HUNDRED SEVENTY SEVEN DOLLARS (\$483,177)**. In the event that 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.

4. **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, 2015 through June 30, 2018.

5. **Exhibit A (revised 2/2017)** replaces Exhibit A in its entirety and is attached hereto.
6. **Exhibit B (revised 2/2017)** replaces Exhibit B in its entirety and is attached hereto.
7. **Exhibit C (revised 2/2017)** replaces Exhibit C in its entirety and is attached hereto.
8. **Exhibit D (revised 2/2017)** replaces Exhibit D in its entirety and is attached hereto.
9. All other terms and conditions of the Agreement dated July 7, 2015 between County and Contractor shall remain in full force and effect.
10. This amendment constitutes the entire understanding of the parties hereto with respect to matters herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications of this amendment or the Agreement shall not be effective unless set forth in writing and executed by both parties.



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

For Contractor: THE MULTICULTURAL INSTITUTE

Roberto Caloca Rivas  
Contractor Signature

3/14/2017  
Date

RIGOBERTO CALOCA RIVAS  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

*RCR*

**Exhibit A (revised 2/2017)**  
**Program/Project Description**  
**Multicultural Institute**  
**July 1, 2015 through June 30, 2018**

**In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services in the North Fair Oaks area of Redwood City:**

1. Assisting day workers in obtaining employment through matching services for employers seeking day workers for both short and long term assignments.
2. Maintaining and operating the Day Labor Program five (5) days per week, with a minimum of three (3) hours per day during peak hours of street-based outreach.
3. Devoting the remaining five (5) hours per day during non-peak hours to developing job and training opportunities, health related activities, and ongoing communication with employers, community members, and other stakeholders.
4. Conducting culturally focused street-based outreach program to day laborers and employers, and resolving problems by ongoing dialogue with concerned stakeholders.
5. Working with the County and community in order to review the operation of the program and address any issues.
6. Ensuring that issues and concerns identified at neighborhood meetings are addressed in the operation of the program.
7. Establishing a standardized method of assessing employment skills/employment needs and making referrals accordingly.
8. Collaborating with other organizations in order to provide a wide range of information and referral materials that include employment, health care, social services, legal assistance, and other emergency assistance services.
9. Developing a data base and data collection forms for data entry and evaluation purposes and providing monthly reporting to the County that includes:
  - Number of workers served
  - Number of job providers registering with the program
  - Placement ratio of job seekers to job providers
  - Number of job seekers referred to County and community-based services
  - Demographic and client profiles that include city of residence, telephone number, age, and skills
  - How job providers find out about the program
10. Participating in the exploration of sustainability options.
11. Participating with other County departments and community partners in ongoing communication and outreach.
12. Facilitating worker and community team building to develop trust among workers and demonstrating positive commitment to the neighborhood.

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**Exhibit B (revised 2/2017)**  
**Method and Rate of Payment**  
**Multicultural Institute**  
**July 1, 2015 through June 30, 2018**

In consideration of the services provided by Contractor described in Exhibit A (revised 2/2017), Performance Measures in Exhibit C (revised 2/2017) and subject to the terms of the Agreement, County shall pay Contractor based on the following terms:

**1. Rates**

Contractor shall invoice County monthly for actual costs incurred based on Exhibit D for services described in Exhibit A within ten (10) business following the end of each month based on the following rates:

- a. For the months of July 1, 2016 to June 30, 2017 \$13,375 monthly
- b. For the months of July 1, 2017 to June 30, 2018 \$13,777 monthly

**2. Payments**

- a. For FY 2015-16 County has fulfilled its obligation and completed all payments to Contractor in full in the amount of \$157,353.
- b. Payments are contingent upon submission of timely reports as described in Exhibit C.
- c. Payments for the remaining term of the agreement based on Budgets in Exhibit D and shall not exceed the following:

Fiscal Year	Total Obligation per Fiscal Year
FY 2016-17	\$160,500
FY 2017-18	\$165,324

- d. County shall have the right to adjust payment amounts across fiscal years.

Services taxes and fees shall not exceed the total agreement obligation of \$483,177,

Invoices shall be sent to:

San Mateo County Human Services Agency  
Selina Toy Lee, MSW  
Director of Collaborative Community Outcomes  
1 Davis Drive - Belmont, CA 94002

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement and plan to correct performance. Contractor shall respond to County within 15 days of receipt of statement and plan to confirm what steps will be taken to correct performance. Contractor's performance will not be deemed unacceptable for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance is below 90% of the contracted number of units set forth in Exhibit C (revised 2/2017) – Performance Measures for each



Component.

County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.

If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

If County withholds payments for unsatisfactory services, County will issue a corrective action plan describing services that are not in compliance with the Agreement and how to correct services. Contractor shall have ten working days to respond to the plan.

### **3. County's right to modify services and payments**

- a. County shall have the right to modify or add services to meet its project goals and adjust funding accordingly as long as it does not exceed the total agreement obligation. Contractor will be paid for all services performed prior to any modification.

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**Exhibit C (revised 2/2017)**  
**Performance Measures**  
**Multicultural Institute**  
**July 1, 2015 through June 30, 2018**

The following is a list of measures that will be used to evaluate the operation of The Multicultural Institute Day Worker Program located in the North Fair Oaks area of Redwood City, CA:

1. Contractor will maintain a minimum match rate of 60% for FY 2015-16, 65% for FY 2016-17, and 65% for FY 2017-18 of job seekers to job providers.
2. Contractor will maintain a minimum of 85 for FY 2015-16, 90 for FY 2016-17, and 90 for FY 2017-18 employers registered with the Day Labor Program and conduct active outreach to recruit new employers.
3. Contractor will contact a minimum of 85% of the day laborers who are on the street per day with street outreach related services such as referrals to wage claim, other legal, medical, vocational, general safety net, and English as a Second Language (ESL) services.
4. Contractor will conduct a satisfaction assessment of employers on an ongoing basis with the goal of a 90% satisfaction rate (based on follow-up calls or e-mails).
5. Contractor will document weekly the effectiveness of the Program as follows:
  - Number of workers contacted on streets
  - Number of workers using services or referrals
  - Percentage of increase/decrease of workers on streets
  - List of ongoing outreach services
6. Contractor will meet regularly with the Day Labor Committee and any other County entity, as needed, to evaluate the effectiveness of the program.

Contractor will submit a report every two months which addresses the outcomes listed as numbers 1-5 outlined under the Performance Measures section.

Contractor will continue to submit bi-monthly reports utilizing existing format. Reports will be submitted to:

San Mateo County Human Services Agency  
Selina Toy Lee, MSW  
Director of Collaborative Community Outcomes  
1 Davis Drive  
Belmont, CA 94002

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Exhibit D (revised 2/2017)

Budget Allocation  
The Multicultural Institute  
July 1, 2015 through June 30, 2016  
Day Laborer Program

2000. Employee Expenses	
2001. Salaries & Wages	\$117,470
2004. Workers Compensation	\$1,000
2007. Payroll Tax	\$8,127
2010. Benefits	
2012. Health Insurance	\$21,224
2013. Staff Development	\$600
2032. Program Materials	\$700
2062. Audit/Financial Services	\$2,025
2080. Office Expenses	\$621
2140. Liability Insurance	\$1,600
2170. Telephone/Internet	\$2,500
2190. Copying/Printing	\$750
2220. Other Categories	\$736
<b>Total Expenses</b>	<b>\$157,353</b>

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**Budget Allocation**  
**The Multicultural Institute**  
**July 1, 2016 through June 30, 2017**  
**Day Laborer Program**

2000. Employee Expenses	
2001. Salaries & Wages	\$119,470
2004. Workers Compensation	\$1,000
2007. Payroll Tax	\$8,280
2010. Benefits	
2012. Health Insurance	\$22,218
2013. Staff Development	\$600
2032. Program Materials	\$700
2062. Audit/Financial Services	\$2,025
2080. Office Expenses	\$621
2140. Liability Insurance	\$1,600
2170. Telephone/Internet	\$2,500
2190. Copying/Printing	\$750
2220. Other Categories	\$736
<b>Total Expenses</b>	<b>\$160,500</b>

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**Budget Allocation**  
**The Multicultural Institute**  
**July 1, 2017 through June 30, 2018**  
**Day Laborer Program**

2000. Employee Expenses	
2001. Salaries & Wages	\$123,486
2004. Workers Compensation	\$1,500
2007. Payroll Tax	\$9,483
2010. Benefits	
2012. Health Insurance	\$17,480
2013. Staff Development	\$600
2032. Program Materials/Food/Transportation	\$4,000
2062. Audit Fee	\$2,025
2080. Office Expenses	\$1,600
2140. Liability Insurance	\$1,900
2170. Telephone/Internet	\$2,500
2190. Copying/Printing	\$750
<b>Total Expenses</b>	<b>\$165,324</b>

*Per*