

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

THIS 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 the Cleo Eulau Center 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 on February 28, 2012 for the term of July 1, 2011 through June 30, 2014, in the amount of \$100,800 and

WHEREAS, the parties wish to amend the Agreement to increase the funding amount by \$33,600 to \$134,400 for the term of July 1, 2011 through June 30, 2014.

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

1. Original Exhibit A (Scope of Work) is replaced with Revised Exhibit A1 (rev. 07/01/12)
2. Original Exhibit B (Payment Schedule) is replaced with Revised Exhibit B1 (rev. 07/01/12)
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

JR
7-11-12


Contractor's Signature

Date: *7/14/12*

**SAN MATEO COUNTY OFFICE OF EDUCATION
Psychotherapy Services
JULY 1, 2011 – JUNE 30, 2014**

In full consideration of the payments described in Exhibit "B" 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., Carlmont 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, 2014
PAYMENTS and RATES**

In full consideration of the payments described in Exhibit "A1" 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:

1. Contractor shall submit to the County invoices for actual expenditures according to the following schedule:
 - A. Contractor shall be paid for actual services provided up to a maximum amount of **ONE HUNDRED THOUSAND, EIGHT HUNDRED DOLLARS (\$134,400)** for the term of the contract.
 - B. The maximum amount of the annual payment shall be **FIFTY THOUSAND, FOUR HUNDRED DOLLARS AND ZERO CENTS (\$50,400)**.
 - C. 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/week	FY 11-12 \$11.75	FY 11-12 \$17,625
		FY 12-13 \$17.65	FY 12-13 \$26,475
		FY 13-14 \$17.65	FY 13-14 \$26,475
Group psychotherapy for one hour once a week for as long as the student is attending the Court and Community School.	36/week	FY 11-12 \$11.75	FY 11-12 \$12,690
		FY 12-13 \$17.65	FY 12-13 \$19,062
		FY 13-14 \$17.65	FY 13-14 \$19,062
Other Direct Costs— Finger printing, office supplies, printing, postage, food, professional development, insurance			FY 11-12 \$3,285
			FY 12-13 \$4,863
			FY 13-14 \$4,863
TOTAL	86/week per year	--	\$134,400

- D. 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 THIRTY FOUR THOUSAND, FOUR HUNDRED DOLLARS AND ZERO CENTS (\$134,400.00)**.
- E. 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.
- F. Contractor shall email invoices and activity reports to Michelle Mendez, Management Analyst at mcmendez@smcgov.org and Lu-Ann Santos, Fiscal Office Specialist at lsantos@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: Michelle Mendez, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402.
- G. 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 7, 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

- H. 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; including but not limited to, payments that are based on County funds.

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

GL1-2077

AI

CERTIFICATE OF COVERAGE

06/22/2012

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE
AFFORDED

A - CSAC Excess Insurance Authority**Member:**

SAN MATEO COUNTY SCHOOLS INS GROUP
ATTN: TRAVIS STEAGALL
1791 BROADWAY
REDWOOD CITY, CA 94063

COVERAGE
AFFORDED

B

COVERAGE
AFFORDED

C

COVERAGE
AFFORDED

D**Coverages**

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input type="checkbox"/> <input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> Excess Auto Liability <input checked="" type="checkbox"/> Excess Errors & Omissions	EIA-PE 12 EL-64	07/01/2012	07/01/2013	Difference between \$1,000,000 and the Member's Self-Insured Retention of \$250,000 Completed Operations Aggregate Applies

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT WITH THE COUNTY OF SAN MATEO PROBATION DEPARTMENT IN ASSOCIATION WITH PROVIDING LITERACY/NUMERACY INSTRUCTION, COURT AND COMMUNITY SCHOOL COUNSELING AND PROVIDING A TEACHER'S AID FOR THE YOUTH AND FAMILY RESOURCE CENTER.

SAN MATEO COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

SAN MATEO COUNTY OFFICE OF EDUCATION IS A MEMBER OF SAN MATEO COUNTY SCHOOLS INSURANCE GROUP

Certificate Holder

SAN MATEO COUNTY PROBATION
ATTN: YVONNE BROWN
222 PAUL SCANNELL DRIVE
SAN MATEO, CA 94020

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

PAGE 1 OF 2

ENDORSEMENT NO. U-1
CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY I
ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

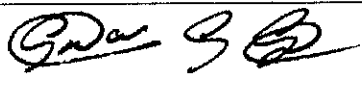
Effective Date: _____

Memorandum No.: PER ATTACHED CERTIFICATE OF COVERAGE

Issue Date: July 1, 2012



Authorized Representative
CSAC Excess Insurance Authority

Protected Insurance Program for Schools		CERTIFICATE OF COVERAGE		Issue Date 6/21/2012	
ADMINISTRATOR: Keenan & Associates 1740 Technology Drive, Suite 300 San Jose, CA 95110 408-441-0754 www.keenan.com		LICENSE # 0451271		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.	
COVERED PARTY: San Mateo County Office of Education San Mateo County SIG Attn: Margie Gustafson 101 Twin Dolphin Drive Redwood City CA 94065		ENTITIES AFFORDING COVERAGE: ENTITY A: Protected Insurance Program for Schools ENTITY B: ENTITY C: ENTITY D: ENTITY E:			
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE () OCCURRENCE <input type="checkbox"/> GOVERNMENT CODES <input type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>			\$	COMBINED SINGLE LIMIT EACH OCCURRENCE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> AUTO PHYSICAL DAMAGE			\$	COMBINED SINGLE LIMIT EACH OCCURRENCE \$
	PROPERTY <input type="checkbox"/> ALL RISK <input type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK			\$	\$ EACH OCCURRENCE
	STUDENT PROFESSIONAL LIABILITY			\$	\$ EACH OCCURRENCE
A	WORKERS COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS0010809	7/1/2012 7/1/2013	\$	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: Proof of coverage.					
CERTIFICATE HOLDER: San Mateo County Probation Attn: Yvonne Brown 222 Paul Scannell Drive San Mateo CA 94020			CANCELLATION..... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES. <div style="text-align: right;">  Graham Grice AUTHORIZED REPRESENTATIVE </div>		