

**AMENDMENT TO THE 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, 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, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services for Human Services Agency, Children and Family Services, hereinafter described, for the provision of educational case management services to children in shelter care and foster care;

WHEREAS, on May 7, 2013, the Board of Supervisors approved Resolution Number 072496 in the amount of \$203,940 for the term July 1, 2013 through June 30, 2015 , wherein San Mateo County Office of Education (SMCOE) agreed to provide Educational Liaison to continue case management services for shelter/foster care children; and

WHEREAS, the parties wish to amend the Agreement to increase the amount for FY 2013-14 by \$101,970 for a total of \$305,910 to add additional Educational Liaison due to increase in caseload. For FY 2014-15 the Human Services Agency will review the program and negotiate with SMCOE for additional funding.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

**Exhibit A1 - Program Description (Rev 6/13)**

**Exhibit B1—Payments Schedule (Rev 6/13)**

**Exhibit C1 – Program Monitoring (Rev 6/13)**

Exhibit D - 504 Compliance

Exhibit E - Contractor's Declaration Form

Exhibit F - Child Abuse Prevention and Reporting

Exhibit G - Fingerprinting Certification Form

2. Paragraph 3 ("Payments") is hereby amended as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **THREE HUNDRED FIVE THOUSAND NINE HUNDRED TEN DOLLARS, (\$305,910).**

3. Original Exhibit A-Program Description will be replaced with new Exhibit A1 (Rev 6/13)

4. Original Exhibit B-Payment Schedule will be replaced with new Exhibit B1 (Rev 6/13)

5. Original Exhibit C-Program Monitoring will be replaced with new Exhibit C1 (Rev 6/13)

6. All other terms and conditions of the Agreement dated May 7, 2013 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

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

ATTEST:

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

SAN MATEO COUNTY OFFICE OF EDUCATION  
Denise Porterfield, Deputy Superintendent

Contractor's Signature

Date: 6/26/13

**PROGRAM DESCRIPTION**  
**July 1, 2013 through June 30, 2015**

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services: Contractor will provide educational case management services for children in Foster Care or Emergency Shelter Care under the supervision of the County Human Services Agency. Contractor will **provide two Educational Liaisons**, employees of San Mateo County Office of Education.

A. The Liaisons' duties may include but are not limited to the following:

- Develop educational plans and provide case management services for students served in the County shelter/foster care program
- Facilitate initial placement of county shelter/foster care students in appropriate school setting.
- Monitor each county shelter/foster care student's academic progress to determine the effectiveness of school placement and services.
- Refer county shelter/foster care students for educational assessment as appropriate.
- Provide encouragement and guidance to promote the self-esteem of county shelter/foster care students.
- Search, locate and facilitate the transfer of student records.
- Attend IEP, and/or other educational meetings.
- Work with Placement staff regarding the transition of children to new placements.
- Maintain data on the academic progress of and services provided to county shelter/foster care students.
- Conduct longitudinal and other statistical analyses of services provided to county shelter/foster care students.
- Participate in and provide data as requested for joint meetings of representatives of the San Mateo County Human Services Agency and all schools and school districts throughout California that maintain and provide educational services for San Mateo County Foster Youth.
- Update educational passports for children who are either or both dependents and wards of the court.

**PAYMENT SCHEDULE**  
**July 1, 2013 through June 30, 2015**

In consideration of the services provided by Contractor in Exhibit A1 and E, County shall pay Contractor based on the following schedule:

**PAYMENTS**

In full consideration of the services provided by Contractor pursuant to this Amendment to the Agreement, and subject to the provisions herein, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of Human Services Agency or her designee:

- A. For **FY 2013-14**, Contractor shall provide the County with two invoices for Liaison services during the year. One at Mid-Year (January 1, 2014) and one at Year-End (June 30, 2014). Invoices shall reflect actual Salaries and Benefits through the indicated time period. Payments for Liaison services will **not exceed \$203,940** for the term of the Agreement.
- B. **FY 2014-15**, Contractor shall provide the County with two invoices for Liaison services during the year. One at Mid-Year (January 1, 2015) and one at Year-End (June 30, 2015). Invoices shall reflect actual Salaries and Benefits through the indicated time period. Payments for Liaison services will not exceed \$101,970 for the term of the Agreement.
- C. County will pay Contractor no later than the thirty (30) working days after receipt of invoice. In any event, the total payment to Contractor shall not exceed **THREE HUNDRED FIVE THOUSAND NINE HUNDRED TEN DOLLARS (\$305,910)** for the term of the Agreement.
- D. County may withhold all or part of Contractor's total payment if the Director of Human Services Agency or her designee reasonably determines that Contractor has not satisfactorily performed the services described herein Exhibit A1.
- E. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.



**PROGRAM MONITORING**  
**July 1, 2013 through June 30, 2015**

In full consideration of the services provided by Contractor pursuant to this Amendment to the Agreement, and subject to the provisions herein, Contractor will during quarterly meetings have the Education Liaisons report the following performance measures as follows:

1. Information on how many expulsion hearing attended and how many foster children were able to avoid expulsion.
2. How many IEP meetings attended and 100% of foster youth received the needed services.
3. 100% foster youth received the needed tutoring services.
4. 95% of foster youth were provided with school transportation.
5. 100% foster youth received free-lunch.
6. 95% of foster youth's Health and Education Passports are up-to-date/current.
7. 95% of foster youth have a library card.