

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

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and 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 for the purpose of providing street-based outreach employment matching services for day workers and employers services on June 29, 2010; and

WHEREAS, the parties amended the Agreement on June 28, 2011, increasing the amount of the Agreement by \$148,320 and extending the term by twelve months; and

WHEREAS, the parties now wish to further amend the Agreement to continue to provide street-based outreach employment matching services for day workers and employers by increasing the amount by \$148,320 and extending the term another year to June 30, 2013.

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 A2 – Performance Measures
Exhibit B1 – Payments and Rates
Exhibit D1 - Budget

2. **Section 3 of the Agreement is amended to read as follows:**

Payments - In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A, A1 and A2" County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B and D1." 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 Four Hundred Forty Four Thousand, Nine Hundred Sixty Dollars, (\$444,960).

3. Section 4 of the Agreement is amended to read as follows:

Term and Termination - Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2010 through June 30, 2013.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. All other terms and conditions of the Agreement dated June 29, 2010, 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

THE MULTICULTURAL INSTITUTE

Contractor's Signature

Date: _____

Performance Measures

The following is a list of measures that will be used to evaluate the operation of The Multicultural Institute Day Worker Program:

1. Contractor will maintain a minimum match rate of 50% of job seekers to job provided.
2. Contractor will maintain a minimum of 80 employers registered with the Day Worker Program and conduct active outreach to recruit new employers.
3. Contractor will contact a minimum of 70% of the day workers that 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 an 85% 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 Worker 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
Deborah Torres, Director of Collaborative Community Outcomes
2500 Middlefield Road
Redwood City, CA 94063**

Payment is contingent upon reporting. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

Payments and Rates

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor monthly upon submission and approval of invoice within ten (10) days after the end of the service month as follows:

- For operation of the Day Worker Program, \$12,360 monthly has been allocated for FY 2012-13.
- Annual amount budgeted for FY 2012-13, per Exhibit D1, is \$148,320.

In any event, the Contract amount will not exceed \$148,320 for FY 2012-13 and \$444,960 for the term of the Agreement.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

Invoices shall be sent to:

**San Mateo County Human Services Agency
Deborah Torres, Director of Collaborative Community Outcomes
2500 Middlefield Road
Redwood City, CA 94063**

County may withhold all or part of Contractor's total payment if the Director of the Human Services Agency or her designee determines reasonably that Contractor has not satisfactorily performed the services described in Exhibit A. County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized 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 A2 – Performance Measures - Outcomes for Each Component.

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

If the 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.

Multicultural Institute
Day Worker Program
Proposed budget allocation 2012-2013

2000 · Employee Expenses	
2001 · <i>Salaries & Wages</i>	114,500
2004 · <i>Workers Compensation</i>	990
2007 · <i>Payroll Tax</i>	7,828
2010 · Benefits	
2012 · <i>Health Insurance</i>	14,466
2013 · <i>Staff Development</i>	600
2032 · Program Materials	200
2062 · Audit/Financial Services	2,310
2080 · Office/Facilities Rent/Utilities	2,984
2140 · Liability Insurance	2,144
2170 · Telephone/Internet	1,050
2190 · Outside Printing	598
2220 · Other categories	650
Total Expense	148,320