

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
THE 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 the 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 the San Mateo County Office of Education (SMCOE) agreed to provide an Educational Liaison to continue case management services for shelter/foster care children; and

WHEREAS, on July 9, 2013, the Board of Supervisors approved Resolution Number 072678 to add \$101,970 for a total of \$305,970 to add an additional Educational Liaison due to increase in caseload and the Human Services Agency will review the program and negotiate with the SMCOE for additional funding for FY 2014-15; and

WHEREAS, the parties wish to further amend the Agreement to increase the amount for FY 2014-15 by \$101,970 for a total of \$407,880 for the additional Education Liaison.

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 3/14)

Exhibit C1 – Program Monitoring (Rev 3/14)

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 **FOUR HUNDRED SEVEN THOUSAND EIGHT HUNDRED EIGHTY DOLLARS, (\$407,880).**

- 3. Original Exhibit B1(Rev 6/13)-Payment Schedule will be replaced with Revised Exhibit B1 (Rev 3/14)**
- 4. Original Exhibit C1 (Rev 6/13)-Program Monitoring will be replaced with Revised Exhibit C1 (Rev 3/14)**
- 5. All other terms and conditions of the Agreement dated May 7, 2013 and July 13, 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 / *Designee*

Margie Gustafson, Administrator Business Services

Margie Gustafson

Contractor's Signature

Date: *3/19/14*

PAYMENT SCHEDULE
July 1, 2013 through June 30, 2015

In consideration of the services provided by Contractor in Exhibits 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. For **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 **\$203,940** 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 **FOUR HUNDRED SEVEN THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$407,880)** 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 in 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 meet on a quarterly basis with the Program Manager and Educational Liaisons to report on the following performance measures:

1. Information on how many expulsion hearings 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.