

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

THIS SECOND AMENDMENT TO THE AGREEMENT (“Second Amendment”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, 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, on June 5, 2018 the parties entered into an agreement (“the Agreement”) for the term of July 1, 2018 to June 30, 2020, for a total obligation amount not to exceed \$332,000 to provide street-based outreach services to day laborers; and

WHEREAS, on December 3, 2019, the parties amended the Agreement to extend the term by one year through June 30, 2021, and increase funding by \$186,185 for a new total obligation amount not to exceed \$518,185 to cover the cost to provide services for the additional year; and

WHEREAS, the parties now wish to further amend the agreement to extend the term by two years for a new term of July 1, 2018 to June 30, 2023, and increase funding by \$359,090, for a new total obligation amount of \$877,275 to cover the cost to provide services for the additional two years.

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

1. Paragraph 1. Exhibits and Attachments of the Agreement is amended to read:

Exhibit A (revised June 2021) – Services

Exhibit B (revised June 2021) – Payments and Rates

Exhibit C – Performance Monitoring

Attachment I – § 504 Compliance

Attachment P – Personally Identifiable Information Requirements for County Contractors, Subcontractors, Vendors and Agents

2. Paragraph 3. Payments is hereby amended to read:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement, Exhibit A and Exhibit C, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 EIGHT HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS (\$877,275). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Paragraph 4. Term is hereby amended to read:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2018, through June 30, 2023.

4. Exhibits A (revised June 2021) replaces original Exhibit A in its entirety and is attached hereto.
5. Exhibit B (revised June 2021) replaces original Exhibit B in its entirety and is attached hereto.

**All other terms and conditions of the Agreement dated June 5, 2018, as amended on December 3, 2019, between the County and Contractor shall remain in full force and effect.**

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

For Contractor: THE MULTICULTURAL INSTITUTE

<small>DocuSigned by:</small>  <small>CCCACA301C5347B</small>	5/14/2021   9:33 AM PDT	Rigoberto Calocarivas
Contractor Signature	Date	Contractor Name (please print)

---

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## **Exhibit A (revised June 2021) – Services**

In consideration of the payments set forth in Exhibit B Amount and Method of Payment, Contractor shall provide the following services:

### **Program Goal**

The goals of the Multicultural Institute's (MI) Day Laborer Street Outreach Program are to increase employment and vocational training opportunities for day laborers and domestic workers, and provide solutions to safety, workers' rights and other needs and concerns of day laborers, employers, communities and neighborhood residents.

### **Program Services**

The Multicultural Institute's (MI) Day Laborer Street Outreach staff will operate the North Fair Oaks (NFO) Day Laborer Program on Monday- Friday from 8:00 am to 4:30 pm. The street outreach is done in the morning from 8 am -11 am, and administrative duties are conducted at the office from 11 am to 4:30 pm. MI may adjust hours as needed to meet program needs. MI staff also participates in community meetings and trainings during evening hours.

#### **1) Street Outreach**

- A) Provide culturally focused street-based outreach program to up to 200 day laborers and 100 employers, per fiscal year.
- B) MI staff will be present on the streets, where day laborers congregate, 5 days a week, for a minimum of (3) hours in the weekday mornings.
- C) MI will conduct street outreach on the streets of the North Fair Oaks neighborhood to get to know the day laborers on a personal level, gaining their trust and becoming a resource. During outreach, MI staff will:
  - i) arrange job placements;
  - ii) host informational workshops on the street;
  - iii) connect day laborers to social services;
  - iv) listen to concerns and questions; and,
  - v) foster a relationship between MI and the day laborer community.
- D) MI will offer office hours until 4:30 pm each week day to complement street outreach, especially during non-peak job-seeking hours.
- E) MI staff will conduct street outreach in other identified areas and neighboring cities where day laborers congregate on an ad hoc basis, as advised by the County.
- F) MI staff will resolve problems by ongoing dialogue with concerned stakeholders.
  - i) After street-outreach, staff will dedicate the remaining working day to communicate with employers, community members and stakeholders and is available to provide additional assistance and support in the office.
  - ii) This will include having 1-on-1 individual appointments with day laborers on issues they do not feel comfortable talking to staff about on the street.
  - iii) Staff will also use this time to prepare and plan for program trainings and workshops that occur throughout the year offering job readiness skills and best practices in the workforce.

#### **2) Employment and Vocational Training Opportunities**

- A) Establish and implement a standardized method of assessing employment skills/employment needs and making referrals accordingly.
- B) Upon registration, day laborers and domestic workers will self-identify what employment skills and strengths they each have. MI staff will determine if they have additional skills

through employer feedback/comments.

- C) Maintain administrative documents containing information on day laborer and domestic worker work preferences, language skills and whether or not they have working tools and transportation.
- D) Assist day laborers and domestic workers in obtaining employment through matching services for employers seeking qualified day laborers for both short- and long-term assignments.
- E) Develop and increase temporary and permanent employment opportunities.
- F) Make appropriate referrals to training programs and other necessary social service resources, to address needs identified by the day laborers.

### **3) Community Engagement**

- A) Coordinate and facilitate Quarterly meetings to report out on progress and activities of the Day Laborer Street Outreach Program. The meeting will include the Human Services Agency (HSA) and NFO partners, including the Unidos Program from the San Mateo County Sheriff's Office, Vocational Rehabilitation Services, and Supervisor Warren Slocum's Office. The participants will review and discuss impact in the community while addressing any issues that may come up.
  - i) Meetings will be held either virtually or at the Human Services Agency's office in Belmont. Rooms will be reserved by the Contract Monitor.
- B) Actively participate in various efforts along with different County departments to collaborate in communication and community outreach efforts.
- C) Attend NFO council meetings as needed and provide program updates as requested.
- D) Facilitate worker and community team building to develop trust among workers and demonstrate positive commitment to the neighborhood.
- E) Serve as liaison to the neighborhoods, and County departments to mitigate any potential adverse impacts of a day laborer outreach program and employers on the neighborhood where they congregate. Respond to neighborhood concerns and needs.

### **4) Administrative Reporting**

- A) Provide Quarterly Progress Reports by the 15<sup>th</sup> of the month following the end of the quarter, each fiscal year.
  - i) Report for July, August, September will be due to HSA on October 15.
  - ii) Report for October, November, December will be due to HSA on January 15.
  - iii) Report for January, February, March will be due to HSA on April 15.
- B) Provide an Annual Report by July 31, 2022, and July 31, 2023 to the Human Services Agency. The report should include year-end data and narratives for the Day Laborer Street Outreach Program to highlight performance measures, accomplishments, and challenges.
- C) An annual site review will be conducted by the Human Services Agency, Collaborative Community Outcomes Branch (CCO) contract monitor to assure that services are being delivered in accordance to the contract terms. The contract monitor will review data and discuss ongoing plans during each year of the contract term.
- D) Changes to program components must be reported immediately to the contract monitor with Human Services Agency. If needed, amendments to the contract and/or measures would be adjusted to reflect the current program.
- E) All reports will be submitted to:

San Mateo County Human Services Agency  
 Attn: Rozeena Jhinu  
 1 Davis Drive  
 Belmont, CA 94002  
 Email: Rjhinu@smcgov.org

**5) Performance Measures**

<b>MEASURE</b>	<b>FY 2020-2021 Year End Estimate</b>	<b>FY 2021-2022 Targets</b>	<b>FY 2022-2023 Targets</b>
Number of individual day laborers and domestic workers served	300	200	200
Number of employers served	60	100	100
Number of other low-income individuals served	140	175	175
Number of job placements within the Day Laborer Street Outreach Program	400	300	300
Overall customer/client satisfaction: Percent of customer survey respondents rating services as good or better	100%	92%	92%

**Exhibit B (revised June 2021) – Payments and Rates**

In consideration of the services provided by Contractor and subject to the terms of the Agreement, County shall pay contractor based on the following fee schedule and terms.

Contractor will:

1. Invoice County on a quarterly basis for services shown in Exhibit A based on the amounts shown below.

The amounts allocated for FY 2021-22 and FY 2022-23 is \$44,886 quarterly, except for the last quarterly payment which is \$44,887 to operate the Day Laborer Street Outreach Program, in the North Fair Oaks area of Redwood City. Annual amount budgeted for FY 2021-22 is \$179,545 and FY 2022-23 is \$179,545.

<b>Invoice Due</b>	<b>Billing Period</b>	<b>Invoice Amount FY 21/22</b>	<b>Invoice Amount FY 22/23</b>
July 10 <sup>th</sup>	July-September	\$44,886	\$44,886
October 10 <sup>th</sup>	October-December	\$44,886	\$44,886
January 10 <sup>th</sup>	January-March	\$44,886	\$44,886
April 10 <sup>th</sup>	April-June	\$44,887	\$44,887

2. Submit invoices electronically to:

San Mateo County Human Services Agency  
 Attn: Rozeena Jhinnu  
 1 Davis Drive  
 Belmont, CA 94002  
 Email: rjhinnu@smcgov.org

Invoice will include at a minimum the following information:

- Vendor Address
- Remit payment address
- Agreement Number (R#)
- Sum/Invoice Amount

3. Submit quarterly reports in accordance with the table below. Payment is contingent upon timely reporting. Contractor will submit quarterly reports:

<b>Quarterly Progress Report Due</b>	<b>Reporting Period</b>
October 15 <sup>th</sup>	July-September
January 15 <sup>th</sup>	October-December
April 15 <sup>th</sup>	January-March
July 30 <sup>th</sup> Annual Report	July-June

County:

1. Will have the option to modify or add related services and adjust costs accordingly to meet its project goals as long as it does not exceed the total obligation amount.
2. Reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.
3. Pay Contractor upon submission and approval of invoices within ten (10) days after of the beginning of the new service quarter.
4. 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. 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.

**Certificate Of Completion**

Envelope Id: C5F7E71347DE4B609B3C74C82E817FC4	Status: Completed
Subject: Amendment to the Agreement w/Human Services Agency	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kat Chan
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 County Ctr
	Redwood City, CA 94063-1662
	kchan@smcgov.org
	IP Address: 38.127.225.96

**Record Tracking**

Status: Original	Holder: Kat Chan	Location: DocuSign
5/13/2021 5:27:34 PM	kchan@smcgov.org	

**Signer Events**

Rigoberto Calocarivas  
rcr@mionline.org  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*Rigoberto Calocarivas*  
CCCACA301C5347B...

Signature Adoption: Pre-selected Style  
Using IP Address: 173.167.106.126

**Timestamp**

Sent: 5/13/2021 5:28:32 PM  
Viewed: 5/13/2021 5:43:35 PM  
Signed: 5/14/2021 9:33:22 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 5/13/2021 5:43:35 PM  
ID: 1bf0c5d8-c719-4563-9c54-241c4d4a8eed

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	5/13/2021 5:28:32 PM
Certified Delivered	Security Checked	5/13/2021 5:43:35 PM
Signing Complete	Security Checked	5/14/2021 9:33:22 AM
Completed	Security Checked	5/14/2021 9:33:22 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carasoft OBO County of San Mateo (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carasoft OBO County of San Mateo:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevanderson@pacbell.net

**To advise Carasoft OBO County of San Mateo of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevanderson@pacbell.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Carasoft OBO County of San Mateo**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carasoft OBO County of San Mateo**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carasoft OBO County of San Mateo as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carasoft OBO County of San Mateo during the course of my relationship with you.