



**SECOND AMENDMENT TO
THE AGREEMENT BETWEEN**

COUNTY OF SAN MATEO

AND

SAN MATEO COUNTY OFFICE OF EDUCATION

For the Period of

JULY 1, 2003 THROUGH JUNE 30, 2006

**Agency Contact Person:
Mark Lane, Director
Children & Family Services
Human Services Agency
650.599.3390**

SECOND AMENDMENT TO THE AGREEMENT WITH
SAN MATEO COUNTY OFFICE OF EDUCATION

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into on this day _____ of _____
2006, by and between the COUNTY OF SAN MATEO, hereinafter-called "County", and the
SAN MATEO COUNTY OFFICE OF EDUCATION hereinafter called "Contractor

WITNESSETH:

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/Agency thereof; and

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; and

WHEREAS, the parties entered into an Agreement on July 1, 2003 wherein San Mateo
County Office of Education agreed to provide educational case management services to children
in shelter care and foster care for the term of July 1, 2003 through June 30, 2004 for a maximum
payment amount of \$70,000; and

WHEREAS, the parties amended the Agreement on June 30, 2004 to add \$75,000 in
funds for FY2004-05 and to extend the term of the Agreement to June 30, 2006; and

WHEREAS, the parties wish to further amend the Agreement for Contractor to provide
tutoring services to youth in Emergency Shelter facilities and to add \$97,000 for FY 2005-06, for
a new total maximum obligation of \$242,000 and

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

The following exhibits are attached hereto and incorporated by reference therein.

1. **Exhibits**
Exhibit A: Revision 1 **Program Description hereby replaces Exhibit A**
Exhibit B: Revision 2 **Payment Schedule hereby replaces Exhibit B Revision 1**
Exhibit C: Compliance with Section 504
Exhibit D: Equal Benefits Compliance Declaration Form
2. Exhibit A- is hereby deleted.
3. Exhibit A (Revision 1) is attached hereto and incorporated by reference herein and is hereby
added to the Agreement.
4. Exhibit B- Revision 1 is hereby deleted.
5. Exhibit B (Revision 2) is attached hereto and incorporated by reference herein and is hereby
added to the Agreement.

6. Paragraph A of Section 4 – Payments, is amended to read as follows:

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A (Revision 1), the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed **TWO HUNDRED FORTY TWO THOUSAND DOLLARS (\$242,000)** for the contract term.

7. **Section 15 - Interpretation and Enforcement is hereby amended to read as follows:**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:
San Mateo County, Human Services Agency
Mark Lane, Director, Children and Family Services
400 Harbor Blvd., Bldg. B
Belmont, CA 94002
650.802.3390

2) In the case of Contractor, to:
San Mateo County Office of Education
Susan Larramendy, Associate Superintendent
Administrative and Student Services Division
101 Twin Dolphin Drive
Redwood City, CA 94065
650. 802-5589

8. All other terms and conditions of the Agreement dated July 1, 2003, as amended on June 30, 2004 shall remain in full force and effect.

9. This Second Amendment, including the exhibits attached hereto and incorporated herein by reference constitutes the entire understanding of the parties hereto with respect to the second amendment to the parties' Agreement dated July 1, 2003, and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. Any modifications to this second amendment shall be in writing and signed by the parties.

IN WITNESS WHERE OF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO

By: _____

Richard S. Gordon, President
Board of Supervisor

Date: _____

ATTEST:

Clerk of the Board

Date

SAN MATEO COUNTY OFFICE OF EDUCATION

By: _____

Name: _____

Title: _____

Date: _____

**PROGRAM DESCRIPTION
SAN MATEO COUNTY OF EDUCATION**

JULY 1, 2003 THROUGH JUNE 30, 2006

I. Detailed description of services to be performed by Contractor:

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 a community liaison, an employee of San Mateo County Office of Education. **Contractor will also provide tutoring services to youth in Emergency Shelter facilities.**

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, The San Mateo County Superintendent of Schools, Abbott Middle School and Hillsdale High School.

1. PAYMENTS

In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to the provisions of paragraph 3.A of Agreement, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director Human Services Agency or her designee:

- A. Contractor shall provide the County with two invoices during the year. **One at Mid year (January 1, 2006) and one at Year End (June 30, 2006).** Invoice shall reflect actual Salaries and Benefits through the indicated time period. **CONTRACTOR will bill County a maximum of NINETY SEVEN THOUSAND DOLLARS (\$97,000) for FY 2005-06 ONLY.**
- B. County will pay Contractor no later than the fifteen (15) working days after receipt of invoice. In any event, the total payment to Contractor shall not exceed TWO HUNDRED FORTY TWO THOUSAND DOLLARS (\$242,000) for term of the Agreement.
- C. 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 in Exhibit A.
- D. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.