

**AN AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
ROSANNA KOWSKI**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ROSANNA KOWSKI, 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 respite care.

WHEREAS, the parties entered into an Agreement on November 27, 2006 wherein Rosanna Kowski agreed to provide respite care to youth served by Children and Family Services, Juvenile Probation and Mental Health clients for the term of October 15, 2006 through June 30, 2009 for a maximum payment amount of \$27,114; and

WHEREAS, the parties wish to amend the Agreement for Rosanna Kowski to continue providing respite care and to add \$79,452 for FY 2007-08 and FY 2008-09, for a new total maximum obligation of \$106,566 and

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

1. Paragraph 3 ("Payments") is hereby amended and restated in its entirety 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 "A." 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 contract termination. 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 **ONE HUNDRED SIX THOUSAND FIVE HUNDRED SIXTY SIX DOLLARS (\$106,566)**.

2. Paragraph 17 is hereby added as follows:

Compliance with Contractor Employee Jury Service Ordinance. Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

3. Original Exhibit B will be replaced with Revised Exhibit B1, (rev. 5/1/07)
4. Original Exhibit C will be replaced with Revised Exhibit C1, (rev. 5/1/07)
5. All other terms and conditions of the Agreement dated November 27, 2006 shall remain in full force and effect.
6. This Amendment, including any exhibits attached hereto, constitutes the entire understanding of the parties hereto with respect to the fourth amendment to the parties' Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall not be effective unless set forth in a writing executed by both parties.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson,
President, Board of Supervisors,

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ROSANNA KOSWIKI

Contractor's Signature

Date: _____

Rosanna Kowski
October 15, 2006 through June 30, 2009
Payment Schedule

In full consideration of services rendered in accordance with the terms of this Agreement, the County shall pay the contractor in the following manner unless otherwise authorized by the Director of the Human Services Agency or her designee.

1. Contractor will submit monthly invoices for services rendered as incorporated herein Exhibit A to the County and payment shall be made within 30 days after approval by the Human Services Agency Program Manager.
2. Contractor shall be paid at the rate of \$1,056 per bed per month for FY 2006-07, \$1,087 per bed per month for FY 2007-08, and \$1,120 per bed per month for FY 2008-09.
3. County will pay Contractor for costs associated with providing respite care for three nights, as mentioned above. On the fourth night, Contractor will make sure that a general placement order, dependency order or voluntary service agreement must be in place for reimbursement at a pro-rated Teen Shelter Care rate of \$1,095 per month, providing the child meets the eligibility qualifications of the AFDC-Foster Care program.
4. The total for FY 2006-07 shall not exceed TWENTY SEVEN THOUSAND ONE HUNDRED FOURTEEN DOLLARS (\$27,114). The total for FY 2007-08 shall not exceed THIRTY NINE THOUSAND ONE HUNDRED THIRTY TWO DOLLARS (\$39,132). The total for FY 2008-09 shall not exceed FORTY THOUSAND THREE HUNDRED TWENTY DOLLARS (\$40,320).
5. In no event shall the total exceed ONE HUNDRED SIX THOUSAND DOLLARS FIVE HUNDRED SIXTY SIX DOLLARS (\$106,566) for the term of the Agreement and County shall have the right to withhold payment if County determines that the quantity or quality of work performed is unacceptable.
6. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
7. 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.

Rosanna Kowski
October 15, 2006 through June 30, 2009
Program Monitoring

- A. Submit Monthly Activity Report showing the number of kids placed, length of stay, number of youth that were referred but not placed, and their demographics. Submit report as noted below.

FY 2006-07:

11/15/06, 12/15/06, 1/15/07, 2/15/07, 3/15/07, 4/15/07, 5/15/07, 6/15/07, 7/15/07

FY 2007-08:

8/15/07, 9/15/07, 10/15/07, 11/15/07, 12/15/07, 1/15/08, 2/15/08, 3/15/08, 4/15/08, 5/15/08, 6/15/08, 7/15/08

FY 2008-09:

8/15/08, 9/15/08, 10/15/08, 11/15/08, 12/15/08, 1/15/09, 2/15/09, 3/15/09, 4/15/09, 5/15/09, 6/15/09, 7/15/09

- B. Submit to County Mid-Year and Year-End Reports that detail program's performance against outcome measures. Explain any variations from expected outcome measures. Submit report as noted below.

FY 2006-07: 1/31/07 and 7/31/07

FY 2007-08: 1/31/08 and 7/31/08

FY 2008-09: 1/31/09 and 7/31/09

- C. Contractor will submit all reports as noted herein Exhibit A to:

Human Services Agency, Contract Monitor
Marissa Saludes
400 Harbor Blvd., Bldg. B
Belmont CA 94002

D. The Zenn Respite Care Program operated by the Contractor will be monitored and evaluated by the Human Services Manager through meetings and/or site visits. Program integrity will be monitored by:

- Ability to utilize existing systems to support youth in placement, including crisis management, appropriate educational planning, and interaction with service providers and families.
- Ability to provide space and an atmosphere conducive to family and team meetings.
- Maintenance of youth in school or other productive activities in collaboration with the case manager.
- Ability to provide a balance between support and structure for youth in transition.
- Maintenance of records in keeping with state law under the Community Care Licensing regulations.
- Maintenance of regular meeting schedule with Probation, Mental Health or Child Welfare case manager.
- Efforts to support youth permanence.
- Review of monthly and semi-annual reports
- Review of case files twice per year
- Ongoing review of unusual Incident Reports
- Ongoing review of any Resident Complaint Forms

E. Contractor will be responsible to meet the following Performance Measures:

OBJECTIVE	OUTCOME	SOURCE OF DATA	PROJECTED 2007-08	PROJECTED 2008-09
Increase resources for youth who are in transition or need short-term placement.	85% of the requests for placement will be filled.	Log/Monthly Report	85%	85%
Improve stability for youth who are in transition or need short-term placement.	80% of youth placed in respite will be placed in an RCL 12 or lower level of care.	Log	80%	80%
Increase support services for youth who are in transition or need short-term placement.	90% of the youth in residence will maintain regular school attendance or other agreed upon productive activity while in residence.	Log	90%	90%