

**AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
ASPIRANET**

For

**The administration of a "Change of Placement Program" for dependent children at the
Tower House Receiving Home**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Aspiranet, 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 of administering a Change of Placement Program for dependent children at the County's Tower House Receiving Home located in San Mateo;

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$273,182 and extend the term by one year to June 30, 2011.

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

1. Section 1: Exhibits and Attachments are hereby amended to read as follows:

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A---Program Description

Exhibit B---Responsibilities

Exhibit C---Budget and Payment Schedule (rev. 03/10)

Exhibit CI--Budget Table (rev. 03/10)

Exhibit D---Program Monitoring

Exhibit E---504 Compliance

Exhibit F---Contractor's Declaration Form

Exhibit G--- Child Abuse Prevention and Reporting

Exhibit H- Fingerprinting Certification Form

Exhibit I---Description of Premises

Exhibit J--- ModSpace Lease Agreement

2. **Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A" and "B," 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 for the Fiscal Years (FY 2008-11) under this Agreement exceed EIGHT HUNDRED NINETEEN THOUSAND FIVE HUNDRED FORTY SIX DOLLARS, (\$819,546).**

3. Exhibit C is replaced in its entirety with Exhibit C revised 03/10 which is attached hereto and incorporated by reference herein.
4. Exhibit CI is replaced in its entirety with Exhibit CI **revised** 03/10 which is attached hereto and incorporated by reference herein.
5. All other terms and conditions of the Agreement dated June 17, 2008 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: _____
Richard S. Gordon, President,
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Aspiranet.
Vernon Brown

Contractor's Signature

Date: _____

Aspiranet
July 1, 2008 through June 30, 2011
Budget and Payment Schedule

Budget:

- The cost to the County to have the Contractor operate a “Change of Placement Program” for FY 2008-11 at the Tower House Receiving Home is as shown in Attachment C1 Rev. 3/10 and is incorporated by reference herein.

Payment:

- A. A base fee for the use of real property in the amount of \$1.00 will be deducted annually making the County’s obligation \$273,182 per fiscal year, Monthly invoices shall be sent to:

Marnita Garcia-Fulle
County of San Mateo
Human Services Agency
400 Harbor Blvd., Bldg. B
Belmont, CA 94002

- B. Contractor has been previously paid for FY 2008-09 in the amount of \$273,182.
- C. The County shall pay Contractor upon receipt and approval of monthly invoices for **FY 2009-10** as shown below:

July 1, 2009	\$22,765
August 1, 2009	\$22,765
September 1, 2009	\$22,765
October 1, 2009	\$22,765
November 1, 2009	\$22,765
December 1, 2009	\$22,765
January 1, 2010	\$22,765
February 1, 2010	\$22,765
March 1, 2010	\$22,765
April 1, 2010	\$22,765
May 1, 2010	\$22,765
June 1, 2010	<u>\$22,767</u>
Total	\$273,182

- D. The County shall pay Contractor upon receipt and approval of monthly invoices for **FY 2010-11** as shown below:

July 1, 2009	\$22,765
August 1, 2009	\$22,765
September 1, 2009	\$22,765
October 1, 2009	\$22,765
November 1, 2009	\$22,765
December 1, 2009	\$22,765
January 1, 2010	\$22,765
February 1, 2010	\$22,765
March 1, 2010	\$22,765
April 1, 2010	\$22,765
May 1, 2010	\$22,765
June 1, 2010	<u>\$22,767</u>
Total	\$273,182

- E. County may withhold all or part of Contractor's total payment if the Director of Children and Family Services or his/her designee determines reasonably that Contractor has not satisfactorily performed the services described in Exhibit B of the original Agreement.
- F. In no event shall the total exceed **EIGHT HUNDRED NINETEEN THOUSAND FIVE HUNDRED FORTY SIX DOLLARS (\$819,546)** for the term of the Agreement.
- G. All payments under this Agreement must directly support services specified in this Agreement.
- H. Provision of services is subject to availability of State funds and acceptable program performance. In the event that the County does not receive the adequate funding from the State, the contract may be re-negotiated and/or rescinded.
- I. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- J. 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.

Aspiranet
July 1, 2008 through June 30, 2011
Budget Table

FY 2009-10

Expense Category	FY 2009-2010		Wage Parity Subsidy	
Payroll				
Program Manager (Salary) 40+ hours per week	40			\$28,251
Social Worker	40			12,500
2 CCW III – 40 hr wk	80	21.00	8.24	34,278
CCW I – AM – 56 hr wk	56	17.50	8.24	23,976
CCW I – PM - 56 hr wk	56	17.50	8.24	23,976
CCW I – PM - 96 hr wk	96	17.50	8.24	41,102
CCW I – NS – 96 hr wk	96	17.50	8.24	41,102
Total Payroll	464			205,185
Benefits				36,933
Total Payroll and Benefits				242,118
Administrative Overhead				25,065
Less Occupancy Fee charged by County of San Mateo				<1.00>
Transportation				6,000
Total Amount of County of San Mateo Obligation				\$273,182

**Aspiranet
July 1, 2008 through June 30, 2011
Budget Table**

FY 2010-11

Expense Category	FY 2010-2011		Wage Parity Subsidy	
Payroll				
Program Manager (Salary) 40+ hours per week	40			\$28,251
Social Worker	40			12,500
2 CCW III – 40 hr wk	80	21.00	8.24	34,278
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