

**AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PUBLIC CONSULTING GROUP, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PUBLIC CONSULTING GROUP, INC., 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 aiding dependents and youth approaching emancipation to receive any federal SSI, Social Security, Retirement, Survivor or Disability Insurance benefits to which they are entitled. The County is mandated by California Assembly Bill 1633 to ensure there is a viable process for establishing these benefits for this vulnerable population; and

WHEREAS, on June 8, 2009, the County Manager's Office approved Agreement Number 74400-09-C276 in the amount of \$65,000 for Social Security Income (SSI)/Social Security Disability Income (SSDI) benefit enrollment, appeal and maintenance services for youth receiving Foster Care and Kinship services for the term ending June 30, 2010; and

WHEREAS, the parties wish to amend the Agreement to extend the term by one (1) year to June 30, 2011 and increase the amount by \$56,340 for a new total Agreement obligation of \$121,340.

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

1. Paragraph 2 ("Contract Term") is hereby amended to read as follows:

The term of this Agreement shall be upon June 8, 2009 through June 30, 2011 unless terminated earlier by the County.

2. 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 "B." 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 TWENTY ONE THOUSAND THREE HUNDRED FORTY DOLLARS, (\$121,340).**

3. Compliance with Contractor Employee Jury Service Ordinance is hereby added and incorporated by reference herein:

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 employee's deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the employees' regular pay the fees received for jury service.

4. Exhibit A, Section II: (“Amount and Method of Payments “) is hereby deleted and replaced in its entirety by Exhibit B which is attached hereto and incorporated by reference herein.

5. All other terms and conditions of the Agreement dated June 8, 2009 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, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Public Consulting Group, Inc.
Dennis Bothamley

Contractor's Signature

Date: _____

Exhibit B**Payment Schedule
Public Consulting Group, Inc.**

- A. The Contractor shall be compensated on a fee-for-service basis with the following rates:

FY 2008-09 and 2009-10

Activity/Tasks	Cost per unit	Expected Number	Budgeted Amount
Perform SSA Benefit Audit of All Foster Children	*	334	\$4,000
Screening and Case Review	\$10.00	334	\$3,340
Filing all required SSA application & documents for SSI	\$1,000	40	\$40,000
SSI Allowances (Performance Based)	* \$200	30	\$6,000
Filing all SSP 22 forms to maximum allowable benefits	\$75	5	\$375
Continuing Disability Reviews (CDR)	\$600	5	\$3,000
Income RE-determination (IR)	\$75	5	\$375
Adult Conversion Claims	\$1,000	3	\$3,000
Title II Applications	\$250	15	\$3,750
Provide on-going Technical Assistance			Included
Development and Implementation of Training to HSA			Included
Provide complete access to all referral systems			Included
Contingency for unanticipated cost			\$1,160
TOTAL			\$65,000

FY 2010-11

Activity/Tasks	Cost per unit	Expected Number	Budgeted Amount
Screening and Case Review	\$10.00	100	\$1,000
Filing all required SSA application & documents for SSI	\$1,000	40	\$40,000
SSI Allowances (Performance Based)	* \$200	30	\$6,000
Filing all SSP 22 forms to maximum allowable benefits	\$75	5	\$375
Continuing Disability Reviews (CDR)	\$600	5	\$3,000
Income RE-determination (IR)	\$75	5	\$375
Adult Conversion Claims	\$1,000	3	\$3,000
Title II Applications	\$250	15	\$3,750

Provide on-going Technical Assistance			Included
Development and Implementation of Training to HSA			Included
Provide complete access to all referral systems			Included
TOTAL			\$56,340

B. Contract Amount

In no event shall Contract amount exceed **ONE HUNDRED TWENTY ONE THOUSAND THREE HUNDRED FORTY DOLLARS (\$121,340)** for the term of this Agreement.

C. Contract Renewal or Extension for Payment

Subject to the contract payment limit and payment provisions contained herein, County’s obligation to pay Contractor fees for services rendered during the contract period will survive the expiration of this Contract term.

D. Payment Process

County shall pay Contractor monthly upon receipt of itemized invoice detailing completion of each service described above in the amount associated with each service.

- * Benefit audit: County shall pay Contractor a fee equal to the amount of recovery resulting from the benefit audit not to exceed \$4,000.
- * SSI Allowance: Contractor shall provide proof of successful award by providing documentation from SSA or other suitable documentation.
- At the end of the twelve (12) months of the contract, the County will reduce the amount paid to the Contractor by ten percent (10%) if the Contractor does not maintain a seventy percent (70%) medical allowance rate on all claims where SSA makes a determination.

Invoices should be sent attention to: Lisa Randall, Contract Monitor, 400 Harbor Boulevard, Building B, Belmont, CA 94002.