

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SAN MATEO COUNTY OFFICE OF EDUCATION, 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 for Human Services Agency, Children and Family Services, hereinafter described, for the provision of educational case management services to children in shelter care and foster care: .

WHEREAS, on June 3, 2008, the Board of Supervisors approved Resolution Number 069471 in the amount of \$203,940 for the term July 1, 2008 through June 30, 2010 , wherein San Mateo County Office of Education (SMCOE) agreed to provide Educational Liaison to continue case management services for shelter/foster care children; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$101,970 for a total of \$305,910 and extend the term by one year to June 30, 2011.

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

1. Exhibits and Attachments

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

Exhibit A—Program Description

Exhibit B1—Payments Schedule (new)

Exhibit C- 504 Compliance

Exhibit D- Contractor's Declaration Form

Exhibit E- Child Abuse Prevention and Reporting

Exhibit F- Fingerprinting Certification Form

2. Paragraph 3 (“Payments”) is hereby amended 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." 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 **THREE HUNDRED FIVE THOUSAND NINE HUNDRED TEN DOLLARS, (\$305,910).**

3. Paragraph 4 (“Term and Termination”) is hereby amended as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2008 through June 30, 2011.**

This Agreement may be terminated by Contractor, the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days’ written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

4. Paragraph 16 (“Notices”) is hereby amended as follows:

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

In the case of County, to:

- 1) In the case of County, to:
San Mateo County, Human Services Agency
Deborah Torres, Director, Children and Family Services
400 Harbor Blvd., Bldg. B
Belmont, CA 94003
650.802.3390

In the case of Contractor, to:

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

5. Original Exhibit B-Payment Schedule will be replaced with new Exhibit B1
6. All other terms and conditions of the Agreement dated June 8, 2008 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

SAN MATEO COUNTY OF EDUCATION
Karen Philip, Deputy Superintendent

Contractor's Signature

Date: _____

**SAN MATEO COUNTY OFFICE OF EDUCATION
PAYMENT SCHEDULE
July 1, 2008 through June 30, 2011**

In consideration of the services provided by Contractor in “Exhibit A” of the original Agreement, County shall pay Contractor based on the following fee schedule:

PAYMENTS

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

- A. For **FY 2008-09**, Contractor shall provide the County with two invoices for Liaison services during the year. One at Mid-Year (January 1, 2009) and one at Year-End (June 30, 2009). Invoices shall reflect actual Salaries and Benefits through the indicated time period. Payments for Liaison services will not exceed \$101,970 for the term of the Agreement.
- B. For **FY 2009-10**, Contractor shall provide the County with two invoices for Liaison services during the year. One at Mid-Year (January 1, 2010) and one at Year-End (June 30, 2010). Invoices shall reflect actual Salaries and Benefits through the indicated time period. Payments for Liaison services will not exceed \$101,970 for the term of the Agreement.
- C. For **FY 2010-11**, Contractor shall provide the County with two invoices for Liaison services during the year. One at Mid-Year (January 1, 2011) and one at Year-End (June 30, 2011). Invoices shall reflect actual Salaries and Benefits through the indicated time period. Payments for Liaison services will not exceed \$101,970 for the term of the Agreement.
- D. County will pay Contractor no later than the thirty (30) working days after receipt of invoice. In any event, the total payment to Contractor shall not exceed **THREE HUNDRED FIVE THOUSAND, NINE HUNDRED TEN DOLLARS (\$305,910)** for the term of the Agreement.
- E. County may withhold all or part of Contractor’s total payment if the Director of Human Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described herein Exhibit “A”.
- F. County will give thirty (30) days prior written notice to Contractor of County’s intent to withhold payment.