

**FIFTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SUCCESS THROUGH EDUCATION PROGRAM**

THIS FIFTH AMENDMENT TO THE AGREEMENT, is entered into this 6th day of
May, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
Success Through Education Program (STEP) 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, the parties entered into an agreement for the provision of educational supportive services to a select group of the County's criminal justice involved population on December 31, 2015, for the term January 1, 2016 through December 31, 2016, in an amount not to exceed \$95,000 (the "Agreement"); and

WHEREAS, on July 18, 2017, the parties entered into an amendment the Agreement to extend the term through June 30, 2017, with no change to the maximum agreement amount (the "First Amendment"); and

WHEREAS, on November 21, 2017, the parties entered into the Second Amendment to the Agreement in order to extend the term through June 30, 2018, and increase the amount by \$60,000 to a new maximum agreement amount of \$155,000 (the "Second Amendment"); and

WHEREAS, on October 23, 2018, the parties entered into the Third Amendment to the Agreement in order to extend the term though June 30, 2019, and increase the amount by \$153,900 to a new maximum agreement amount of \$308,900 (the "Third Amendment"); and

WHEREAS, on July 23, 2019, the parties entered into a Fourth Amendment to the Agreement in order to extend the term through June 30, 2019, and increase the amount by \$150,068 to a new maximum agreement of \$458,968; and

WHEREAS, the parties wish to amend the Agreement a fifth time in order to extend the term through June 30, 2021, and increase the amount by \$155,168 for a new maximum agreement amount of \$614,136.

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

1. Section 2. Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, Condition, and specifications set forth in the Agreement and in Exhibit A4 (rev. May 19, 2020), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B4 (rev. May 19, 2020). County reserves the right to withhold payment if the County determines that the quality or quantity of work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed SIX HUNDRED FOURTEEN THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS (\$614,136). 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 or expiration.

2. Section 3. Term is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2016 through June 30, 2021.

3. Exhibit A4 is (rev. May 19, 2020) attached and Exhibit B4 (rev. May 19, 2020) attached hereto are added to the Agreement.
4. All other terms and conditions of the agreement dated November 21, 2017, between the County and Contractor, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment shall remain in full force and effect.
5. This Fifth Amendment constitutes the entire understanding of the parties hereto with respect to this subject matter herein 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 of this Fifth Amendment shall not be effective unless set forth in a writing and executed by both parties.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Success Through Education Program (STEP)



Contractor Signature

May 6, 2020
Date

Joanne Rossi
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A4 (rev. May 19, 2020)

In consideration of the payments set forth in Exhibit B4 (rev. May 19, 2020), Contractor shall provide the following services under the general direction of the County Manager's Office or authorized representatives:

Reporting Requirements:

The STEP program will track every person served through the County's Social Solutions/ Efforts-to-Outcomes (ETO) web-based data management program. ETO will be STEP's main program tracking system for this population.

In addition to using Social Solutions / ETO, the STEP program will also provide the County's Principal Management Analyst with quarterly reports detailing client progress and assessing service effectiveness. A cumulative /final report of program outcomes will be due June 30, 2021

Performance Requirements:

The STEP program will also provide program services to clients in the Maple Street Correctional Center and the Maguire Jail. The goal is to serve as many as 60 clients during the term July 1, 2020 through June 30, 2021.

Performance Measure	FY 2017-18 Actual	FY 2018-19 Actual	FY 2019- 20 Estimate	FY 2020-21 Goal
Number and percent of clients that establish an educational/vocational Advising Plan	7/8 – 88%	10/10 – 100%	8/9 – 90%	9/10 – 90%
Number and percent of clients that pursue their educational/vocational Advising Plan goals	7/8 – 88%	9/10 – 90%	8/9 – 90%	8/10 – 80%
Percent of clients that do not recidivate within two (2) years from the start of their STEP experience	100%	80%	80%	80%

Exhibit B4 (rev. May 19, 2020)

In consideration of the services provided by Contractor described in Exhibit A4 (rev. May 19, 2020) and subject to the terms of the Agreement, the County shall pay the contractor on the following fee schedule:

Contractor shall be paid a total amount under the Agreement not to exceed \$614,136, including \$155,168 for the term July 1, 2020 through June 30, 2021. A one-time payment of \$20,000 was made upon signing the original contract. Further payments are paid upon invoice. Invoices will be emailed to Heather Ledesma, Principal Management Analyst (hledesma@smcgov.org).

The budget for the term July 1, 2020 through June 30, 2021 is as follows:

Budget Explanation:

• **Direct Expenses - \$121,999.92**

○ **Administrative staff**

- \$42,000 stipends for Program Director **assessment, advising**
- \$49,999.92 **for stipends for** Executive Director and Chief

Development Officer.

- \$34,200 **new client costs** for clients from Probation and new clients from the Maple Street Correctional Facility population. We re assuming that the number of clients will increase by half to 16. Includes materials for certificate programs, books, some tuition costs for clients in community colleges, some computers to support studies in classes, as well as some transportation costs (e.g., bus passes). This new amount also is designated for mentoring costs, and development costs for future grants and other fund raising.

Overhead Expenses - \$28,869

- \$4000 - **Administrative Support** is for clerical expenses including brochures and materials for potential grants, and other donors.
- \$17,340 **rent** for a small space in Burlingame. Board Meetings, Staff meetings, one-on-one meetings with clients, client seminars, and Mentor trainings are also held at this location.
- \$3934 - **Insurance** is obtained for administrative staff and the Board through a non-profit organization.
- \$1842 – Comcast/AT&T amount is for **telephone** service at the office as well as a designed cell phone for the Program Director.
- \$600.00 - Website amount is for **maintenance** of the site.
- \$653 - **Donations** are handled through an outside provider.
- \$500 - **Tax preparation:** Due to the state and federal tax laws and the non-profit status, STEP hired a CPA handle the taxes.

Grand Total - \$155,168

County may terminate this Agreement or a portion of the services by providing thirty (30) day written notice to the Contractor. The County reserves the right to withhold payment if the County determines that the quality or quantity of work performed is unacceptable.