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AMENDMENT #2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SUCCESS CENTERS

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Success Centers, 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 on July 10, 2020, in an amount not to exceed $95,142.56, for the purpose of providing an academic study hall program, a job-readiness training program, and a visual arts program for youth in custody at the Youth Services Center-Juvenile Hall; and

WHEREAS, the parties amended the agreement on June 16, 2021, to extend the term by one year through June 30, 2022, and increase the not-to-exceed amount to $190,285.12; and

WHEREAS, the parties now wish to amend the agreement to extend the term by an additional year through June 30, 2023, increase the not-to-exceed amount to $285,427.68, and change the due dates for FY 21-22 and FY22-23 Q4 invoices to July 6th to accommodate end of fiscal year closing processes.

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

1. Section 3 ("Payments") of the Agreement is amended as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if 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 **TWO HUNDRED EIGHTY-FIVE THOUSAND, FOUR HUNDRED TWENTY-SEVEN DOLLARS AND SIXTY-EIGHT CENTS**

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($285,427.68). 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. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4 ("Term") of the Agreement is amended as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2020, through June 30, 2023.

3. Exhibits A1 & B1 are hereby replaced with Exhibits A2 & B2, attached hereto.

4. **All other terms and conditions of the Agreement dated July 10, 2020, between the County and Contractor shall remain in full force and effect.**

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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 Centers

DocuSigned by:
Liz Jackson-Simpson
E7F5398AA1C44DF...

4/19/2022 | 10:20 AM PDT

Centers for Equity and Success, Inc.

Contractor Signature | Date | Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

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Exhibit A2
Success Centers

Services

In consideration of the payments set forth in Exhibit B2, Contractor shall provide the following services:

A. Prison Rape Elimination Act (PREA) Compliance
As set in the Code of Federal Regulations § 115.312 - Contracting with other entities for the confinement of residents, Contractor is obligated to adopt and comply with the PREA standards. In addition, Contractor will be monitored to ensure compliance. All staff, volunteers, interns and contracted service providers will go through the PREA training provided by San Mateo County Probation staff.

B. Academic Study Hall
Academic Study Hall will be provided for two hours weekly to youth incarcerated at the Youth Services Center (YSC) Juvenile Hall. Services encompass a two-pronged approach including one-to-one academic mentoring and tutoring services from highly qualified college graduate business professionals. Contractor's mentoring strategy contains a targeted matching process that is centered on student's educational content standard need and tutor skill and expertise. This strategy will increase youth personalization and academic stamina, so that youth demonstrate higher success rates. Additionally, contractor's Academic Counseling strategy is a component that deepens students' understanding of college pathway options through the formulation of personalized learning plans centered on certificate development pathways and academic attainment.

C. Job Readiness Training & Life Skills
Job Readiness Training is designed to prepare young people for the transition to employment through helping them develop work maturity skills, including: conflict resolution; dealing with punctuality, fraternization or authority issues; stress management and financial literacy (including reading a pay stub, understanding banking systems, etc.). The Job Readiness program uses the Money Smart curriculum developed by the FDIC.

D. Visual Arts Program
The Visual Arts Program engages youth in fine arts as a vehicle for them to build upon life skills they need to reduce their risk of recidivism. Each 90-minute session begins with an introduction to a life skill that explicitly builds upon the most common criminogenic factors that lead to repeat offenses (anti-social thinking, temperament, and associates) as well as the important non-cognitive skills like communication, decision-making, and empathy needed to be successful. The youth then engage in a corresponding fine arts project taught by community-based Teaching Artists who serve as strong role models and informal mentors. By introducing art materials, techniques, and the creative process in a formal large group setting, youth are exposed to positive methods for expression and communication and are inspired to discover their best selves.

E. Alternative Service Delivery Method
When necessary, any of the services listed above and outlined in Exhibit B2 may be provided remotely, upon written authorization by the County. For example, this may include teleconferencing, pre-recorded videos or lesson plans, or any other virtual delivery method that may be applicable. Contractor should provide County with a written request via email that includes information on which services are to be provided remotely as well as its duration and dosage, if applicable.

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Exhibit B2
Success Centers

Payments

In consideration of the services provided by Contractor described in Exhibit A2 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. In no event shall County's total fiscal obligation under this Agreement exceed **TWO HUNDRED EIGHTY-FIVE THOUSAND, FOUR HUNDRED TWENTY-SEVEN DOLLARS AND SIXTY-EIGHT CENTS ($285,427.68).**

Payment Schedule:

A. Direct Personnel Costs								
Services FY 20-21	**Staff**	**Hourly Rate**		**Quarter 1** (7/1/20 - 9/30/20)	**Quarter 2** (10/1/20 - 12/31/20)	**Quarter 3** (1/1/21 - 3/31/21)	**Quarter 4** (4/1/21 - 6/30/21)	**Total**
Academic Study Hall	4	$42.32	Clients	5	5	5	5	20
			Hours	50	55	65	70	240
			Amount	$8,464.00	$9,310.40	$11,003.20	$11,849.60	$40,627.20
Job Readiness Training & Life Skills	3	$29.72	Clients	5	5	5	5	20
			Hours	50	60	65	75	250
			Amount	$4,458.00	$5,349.60	$5,795.40	$6,687.00	$22,290.00
Visual Arts Program	5	$63.32	Clients	5	5	5	5	20
			Hours	10	15	15	24	64
			Amount	$3,166.00	$4,749.00	$4,749.00	$7,598.40	$20,262.40
Services FY 21-22	**Staff**	**Hourly Rate**		**Quarter 1** (7/1/21 - 9/30/21)	**Quarter 2** (10/1/21 - 12/31/21)	**Quarter 3** (1/1/22 - 3/31/22)	**Quarter 4** (4/1/22 - 6/30/22)	**Total**
Academic Study Hall	4	$42.32	Clients	5	5	5	5	20
			Hours	50	55	65	70	240
			Amount	$8,464.00	$9,310.40	$11,003.20	$11,849.60	$40,627.20
Job Readiness Training & Life Skills	3	$29.72	Clients	5	5	5	5	20
			Hours	50	60	65	75	250
			Amount	$4,458.00	$5,349.60	$5,795.40	$6,687.00	$22,290.00
Visual Arts Program	5	$63.32	Clients	5	5	5	5	20
			Hours	10	15	15	24	64
			Amount	$3,166.00	$4,749.00	$4,749.00	$7,598.40	$20,262.40

Services FY 22-23	Staff	Hourly Rate		Quarter 1 (7/1/22 - 9/30/22)	Quarter 2 (10/1/22 - 12/31/22)	Quarter 3 (1/1/23 - 3/31/23)	Quarter 4 (4/1/23 - 6/30/23)	Total
Academic Study Hall	4	$42.32	Clients	5	5	5	5	20
			Hours	50	55	65	70	240
			Amount	$8,464.00	$9,310.40	$11,003.20	$11,849.60	$40,627.20
Job Readiness Training & Life Skills	3	$29.72	Clients	5	5	5	5	20
			Hours	50	60	65	75	250
			Amount	$4,458.00	$5,349.60	$5,795.40	$6,687.00	$22,290.00
Visual Arts Program	5	$63.32	Clients	5	5	5	5	20
			Hours	10	15	15	24	64
			Amount	$3,166.00	$4,749.00	$4,749.00	$7,598.40	$20,262.40
Total Direct Personnel Costs				**$48,264.00**	**$58,227.00**	**$64,642.80**	**$78,405.00**	**$249,538.80**

B. Direct Operating Costs					
Items Fiscal Year 2020-21	**Quarter 1**	**Quarter 2**	**Quarter 3**	**Quarter 4**	**Total**
Program Materials	$500.00	$600.00	$600.00	$500.00	$2,200.00
Program Travel	$50.00	$75.00	$25.00	$25.00	$175.00
Telecommunications	$50.00	$75.00	$25.00	$38.64	$188.64
Mentor Training/Professional Development	$50.00	$300.00	$300.00	$100.00	$750.00
Items Fiscal Year 2021-22	**Quarter 1**	**Quarter 2**	**Quarter 3**	**Quarter 4**	**Total**
Program Materials	$500.00	$600.00	$600.00	$500.00	$2,200.00
Program Travel	$50.00	$75.00	$25.00	$25.00	$175.00
Telecommunications	$50.00	$75.00	$25.00	$38.64	$188.64
Mentor Training/Professional Development	$50.00	$300.00	$300.00	$100.00	$750.00
Items Fiscal Year 2022-23	**Quarter 1**	**Quarter 2**	**Quarter 3**	**Quarter 4**	**Total**
Program Materials	$500.00	$600.00	$600.00	$500.00	$2,200.00
Program Travel	$50.00	$75.00	$25.00	$25.00	$175.00
Telecommunications	$50.00	$75.00	$25.00	$38.64	$188.64
Mentor Training/Professional Development	$50.00	$300.00	$300.00	$100.00	$750.00
Total Direct Operating Costs	**$1,950.00**	**$3,150.00**	**$2,850.00**	**$1,990.92**	**$9,940.92**

Fiscal Year Totals	
Fiscal Year 2020-21	
A. Direct Personnel Cost	$83,179.60
B. Direct Operating Cost	$3,313.64
C. Indirect Costs (10% of A + B)	$8,649.32
Total	**$95,142.56**
Fiscal Year 2021-22	
A. Direct Personnel Cost	$83,179.60
B. Direct Operating Cost	$3,313.64
C. Indirect Costs (10% of A + B)	$8,649.32
Total	**$95,142.56**
Fiscal Year 2022-23	
A. Direct Personnel Cost	$83,179.60
B. Direct Operating Cost	$3,313.64
C. Indirect Costs (10% of A + B)	$8,649.32
Total	**$95,142.56**
Grand Total	**$285,427.68**

B. Contractor shall submit invoices and activity reports according to the schedule below:

Invoice Due Dates:

Service Period	Invoice Due Date	Invoice/Report Content
FY 2020-2021 - Q1 07/1/2020 – 09/30/2020	October 15, 2020	Service description Units of services delivered (in person vs. remote) Number of youth served Performance Measures Statistics
FY 2020-2021 - Q2 10/01/2020 – 12/31/2020	January 15, 2021	Service description Units of services delivered (in person vs. remote) Number of youth served Performance Measures Statistics
FY 2020-2021 - Q3 01/01/2021 – 03/31/2021	April 15, 2021	Service description Units of services delivered (in person vs. remote) Number of youth served Performance Measures Statistics
FY 2020-2021 - Q4 04/01/2021 – 06/30/2021	July 15, 2021	Service description Units of services delivered (in person vs. remote) Number of youth served Performance Measures Statistics

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FY 2021-2022 - Q1 07/1/2021 – 09/30/2021	October 15, 2021	Service description Units of services delivered (in person vs. remote) Number of youth served Performance Measures Statistics
FY 2021-2022 - Q2 10/01/2021 – 12/31/2021	January 15, 2022	Service description Units of services delivered (in person vs. remote) Number of youth served Performance Measures Statistics
FY 2021-2022 - Q3 01/01/2022 – 03/31/2022	April 15, 2022	Service description Units of services delivered (in person vs. remote) Number of youth served Performance Measures Statistics
FY 2021-2022 - Q4 04/01/2022 – 06/30/2022	July 6, 2022	Service description Units of services delivered (in person vs. remote) Number of youth served Performance Measures Statistics
FY 2021-2023 - Q1 **07/1/2022 – 09/30/2022**	October 15, 2022	Service description Units of services delivered (in person vs. remote) Number of youth served Performance Measures Statistics
FY 2021-2023 - Q2 **10/01/2022 – 12/31/2022**	January 15, 2023	Service description Units of services delivered (in person vs. remote) Number of youth served Performance Measures Statistics
FY 2021-2023 - Q3 **01/01/2023 – 03/31/2023**	April 15, 2023	Service description Units of services delivered (in person vs. remote) Number of youth served Performance Measures Statistics
FY 2021-2023 - Q4 **04/01/2023 – 06/30/2023**	July 06, 2023	Service description Units of services delivered (in person vs. remote) Number of youth served Performance Measures Statistics

C. Contractor shall email copies of the original, signed invoices and activity reports to the Probation Department's Fiscal Services Unit at prob_accounts_payable@smcgov.org.

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Annual Performance Measures:

Annual Performance Measures	FY 20-21	FY 21-22	FY 22-23
Participants will report better engagement with academics	80%	80%	80%
Participants will report enhanced knowledge about job readiness and life skills	80%	80%	80%
Participants will report enhance appreciation for the arts.	80%	80%	80%

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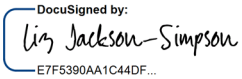
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400 County Ctr
Redwood City, CA 94063-1662
VHuynh@smcgov.org
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Liz Jackson-Simpson ljackson-simpson@successcenters.org Chief Executive Officer Security Level: Email, Account Authentication (None)	DocuSigned by:  E7F5390AA1C44DF... Signature Adoption: Pre-selected Style Signed by link sent to ljackson-simpson@successcenters.org Using IP Address: 108.80.187.83	Sent: 4/13/2022 9:05:38 AM Resent: 4/19/2022 10:13:12 AM Viewed: 4/19/2022 10:19:59 AM Signed: 4/19/2022 10:20:46 AM

Electronic Record and Signature Disclosure:
Accepted: 5/17/2021 8:14:33 PM
ID: 860da65d-6a4a-4a44-982d-aa62c567c30e

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2022 9:05:38 AM
Certified Delivered	Security Checked	4/19/2022 10:19:59 AM
Signing Complete	Security Checked	4/19/2022 10:20:46 AM
Completed	Security Checked	4/19/2022 10:20:46 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kevanderson@pacbell.net

To advise Carasoft OBO County of San Mateo of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevanderson@pacbell.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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To withdraw your consent with Carasoft OBO County of San Mateo
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
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- Until or unless I notify Carasoft OBO County of San Mateo as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carasoft OBO County of San Mateo during the course of my relationship with you.