

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

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this _____ day of October, 2017, 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 on December 31, 2015, for the provision of educational supportive services to a select group of the County's criminal justice involved population for the term January 1, 2016, through December 31, 2016 in an amount not to exceed \$95,000; and

WHEREAS, the parties amended the agreement to extend the term through June 30, 2017 with no change to the not to exceed amount (the "First Amendment"); and

WHEREAS, the parties wish to further amend the Agreement to extend the term through June 30, 2018, and increase the amount by \$60,000 to a new maximum payment amount of \$155,000.

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

1. **"Section 2. Payments"** of the Agreement is amended and restated in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in the Agreement and in Revised Exhibit A1 (rev. 11/21/2017), County shall make payment to Contractor based on the rates and in the manner specified in Revised Exhibit B1 (rev. 11/21/2017). 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 ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$155,000). 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" of the Agreement is amended and restated in its entirety 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, 2018.

3. Original Exhibit A is replaced with Revised Exhibit A1 (rev. 11/21/2017) as attached hereto, and Original Exhibit B is replaced with Revised Exhibit B1 (rev. 11/21/2017) as attached hereto.
4. All other terms and conditions of the Agreement dated December 31, 2015, as amended by the First Amendment between the County and Contractor shall remain in full force and effect.
5. This Second 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 Second 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


Contractor Signature

11/13/17
Date

Joanne C. 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 A1 (rev. 11/21/2017)

In consideration of the payments set forth in Exhibit B1 (rev. 11/21/2017), and subject to the terms of the Agreement as amended hereto, Contractor shall provide the following services:

The Success Through Education Program (STEP) will provide educational services to a group of 20-40 persons currently on supervised County probation as either Post Release Community Supervision and/or Unified Reentry identified and referred to STEP by the Probation Department.

By providing supportive educational services, the primary goal of the STEP program will be to assist these criminal justice-involved persons with earning a high school diploma, GED and/or an associate of arts degree from one of the County's local community colleges.

Working collaboratively with the County, through the County's Probation Department and County Manager's Office, as well as with other non-profits and educational institutions, STEP will provide these supervisees with the following six services:

1. Assessments—Assessment of skills by trained educational professionals to determine needs and interests necessary for vocational or educational pursuits. Assessments will be conducted by professionals with skills/experience in the delivery of career assessment tools (i.e., Myers Briggs, Kolbe A Index, MAPP, etc.)
2. Academic and Vocational Advising—resulting in a written comprehensive, multi-year plan towards achievement of a job, including completion of education. Advising will be conducted by experienced counselors that will identify financial aid and scholarship resources.
3. Foundational Seminars—comprehensive one hour seminars delivered outside the jail consisting of educational foundational skills; career preparedness (i.e., time management, resume writing, job seeking skills, research, etc.), financial literacy, and vocational training. The seminars will be free to the beta test group participants and will be offered throughout the County.
4. Mentoring—one-on-one mentoring to assist clients in initiating and completing multi-year plans for enrollment in educational or vocational organizations.
5. Supportive Services—specifically educational financial aid funding resources information, child-care subsidies, and scholarships. STEP will continue the development of partnership and connections to various for profit and non-profit organizations to develop funding resources to provide scholarships. It will also collaborate with Palcare and other childcare organizations to provide federally subsidized child care to supervisees in education programs and internships.

6. Internships—source and provide both paid and unpaid internships to facilitate job experience and networking opportunities.

Performance Metrics:

The overall success of the program will be determined by the number of clients served by the program that:

1. Establish an educational/vocational advising plan.
2. Actively pursue their educational/vocational advising plan goals.
3. Do not recidivate* within two (2) years from starting the STEP program.

*Recidivism is defined as an arrest resulting in a charge within three years of an individual's release from incarceration or placement on supervision for a previous criminal conviction.

These factors will be reviewed by the County Manager's Office at six (6) and twelve (12) month intervals for all program participants in coordination with STEP management staff. STEP management staff will work with the Sheriff's Office to determine if/when a program participant has recidivated within the two years of starting the program and include that information submitted to the County Manager's Office.

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 Legislative Director with quarterly reports detailing client progress and assessing service effectiveness. A cumulative /final report of program outcomes will be due June 30, 2018.

Exhibit B1 (rev. 11/21/2017)

In consideration of the services provided by Contractor described in Exhibit A1 (rev. 11/21/2017) and subject to the terms of the Agreement as amended hereto, the County shall pay Contractor based on the following fee schedule:

Contractor shall be paid a total amount not to exceed \$155,000. As of October 17, 2017, payments in the aggregate amount of \$83,332 have been made in full for all services rendered prior to July 1, 2017 which payments include a one-time payment of \$20,000 that was made upon signing of the original contract. Further monthly payments will be made upon invoice. Invoices will be emailed to Connie Juarez-Diroll, Legislative Director (cjuarez-diroll@smcgov.org) on or before June 30, 2018.

In accordance with Section 4 of the Agreement, 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.