SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FRESH LIFELINES FOR YOUTH, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____

day of _____, 2014, by and between the COUNTY OF SAN MATEO,

hereinafter called "County," and FRESH LIFELINES FOR YOUTH, INC. hereinafter

called "Contractor";

WITNESSETH:

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 purpose of providing Leadership Training Program—intense mentoring/case management: (30 youth—at least 6 youth will be Aftercare/Furlough Probation youth) for the term of July 1, 2011 through June 30, 2014, in an amount not to exceed \$224,000; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the contract through June 30, 2015 and increase the amount by \$84,405 to an amount not to exceed \$308,405.

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

- 1. Term and Termination is amended to read as follows: Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011, through June 30, 2015.
- 2. Amendment Exhibit A1 (Scope of Work) is replaced with Revised Exhibit A2 (rev. 07/01/2014)
- **3.** Amendment Exhibit B1 (Payment Schedule) is replaced with Revised Exhibit B2 (rev. 07/01/2014)
- **4.** Amendment Exhibit C1 (Program Monitoring) is replaced with Revised Exhibit C2 (rev. 07/01/2014)
- 5. All other terms and conditions of the agreement dated December 13, 2011, 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:_____ President, Board of Supervisors, San Mateo County

Date:_____

ATTEST:

By:_____ Clerk of Said Board

Fresh Lifelines for Youth, Inc.

_____ Contractor's Signature

Date: 6/25/14

FRESH LIFELINES FOR YOUTH, INC. SERVICES JULY 1, 2011 – JUNE 30, 2015

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

Program Activities

Contractor shall provide a Leadership Training Program in the community for probation youth. Youth in the program shall receive a comprehensive intake and assessment and shall design an individualized action plan with goals in the areas of education, vocational skills, family, and health. The case manager shall also assist in applications for aid and make referrals to community-based services. Youth shall also attend workshops on topics such as speaking in public, writing resumes, searching and interviewing for a job, and managing finances. With funds provided by this Agreement, Contractor shall provide intense mentoring/case management: (30 youth—at least 6 youth will be Aftercare/Furlough Probation youth).

1	Leadership Program Intake/Assessment	Intake Session = 1 Client	2 hours for 30 clients (60 total hours)
2	Leadership Program 1-1 Case Management	Session = 1 CM Meeting	1 hour per week for 40 weeks for 30 clients (1200 total hours)
3	Leadership Program Activities (Team-Building and Service Learning)	Session = 1 Activity	4 hours per activity for 6 activities over the year for 30 clients (720 total hours)
4	Data Collection/Reporting	Session = Fiscal Year	8 hours per month for 12 months (96 total hours)
5	San Mateo County Staff Development (Staff Trainings, Meetings, Practitioner Capacity Building)	Session = Fiscal Year	11.33 hours per month for 12 months (136 total hours)

Delivery of the program includes the cost of staff, materials, and research. Services are to be provided throughout the entire county.

Contractor will also provide Middle School Law Courses to two Middle Schools in Redwood City, CA (Hoover Middle School and Kennedy Middle School (serving approximately 200 youth).

Delivery of the program will include the following:

1	Middle School Law Program	Session = 5-8 day Law Course (40 hours per session)	6 sessions per Fiscal Year (approx. 240 hours)
2	Middle School Supplies, Transportation Costs for Field Trip	Session = Fiscal Year	8 events per Fiscal Year ~ average 3 hours per event (includes Field Trips and Lunch Activities) (24 total hours)
3	Data Collection/Reporting	Session = Fiscal Year	8 hours per month for 12 months (96 total hours)
4	San Mateo County Staff Development (Staff Trainings, Meetings, Practitioner Capacity Bldg)	Session = Fiscal Year	15 hours per month for 12 months (180 total hours)

PAYMENTS AND RATES Fresh Lifelines for Youth, Inc.

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

- A. Contractor shall be paid for actual services provided up to a maximum amount of THREE HUNDRED EIGHT THOUSAND FOUR HUNDRED FIVE DOLLARS AND ZERO CENTS (\$308,405.00) for the term of the contract.
- B. The maximum amount of the annual payment shall be **EIGHTY FOUR THOUSAND** FOUR HUNDRED FIVE DOLLARS AND ZERO CENTS (\$84,405.00) for FY 2014-15.

Service	Hours/ Year	Rate/ Hour/ Staff*	Total Amount/ Year 1	Total Amount/ Year 2	Total Amount /Year 3	Total Amount/ Year 4
Leadership Program Intake/Assessment	60	26	\$10,669	\$1,560	\$1,560	\$1,560
Leadership Program 1-1 Case Management	1200	26	\$26,476	\$31,200	\$31,200	\$31,200
Leadership Program Activities (Team-Building and Service Learning)	720	26	\$9,484	\$18,720	\$18,720	\$18,720
Data Collection/Reporting	192	34	\$1,997	\$6,528	\$6,528	\$6,528
Middle School Law Program	240	26		\$6,240	\$6,240	\$6,240
Middle School Supplies, Transportation Costs for Field Trip	24	26		\$219	\$219	\$624
San Mateo County Staff Development (Staff Trainings, Meetings, Practitioner Capacity Building)	316	30		\$9480	\$9480	\$9480
Indirect (@ 13% of S&B*)			\$7,374	\$10,053	\$10,053	\$10,053
TOTAL	580		\$56,000	\$84,000	\$84,000	\$84,405

B. Payments shall be made according to the following schedule:

D. Contractor shall notify County of changes in the number of hours or type of services, in writing, in advance. Such changes shall be approved by the Chief Probation Officer or his designee. Contractor shall not be paid for services delivered in excess of those in the schedule above. Notwithstanding, the amount of the contract for the contract term shall not exceed THREE HUNDRED EIGHT THOUSAND FOUR HUNDRED FIVE DOLLARS AND ZERO CENTS (\$308,405.00).

- E. Payment shall be made upon receipt of Contractor's quarterly invoice for actual services delivered and approved by the Chief Probation Officer or his designee within thirty (30) working days. All invoices should provide supporting documentation of units of services delivered as well as any receipts for any direct costs purchased for the program. County shall have the right to withhold payment if it determines that the quantity and quality of work performed is unacceptable.
- F. Contractor shall email invoices and activity reports to Noelle Vergara, Management Analyst at <u>nvergara@smcgov.org</u> and Sio Hung (Fanny) Ung, Fiscal Office Specialist at <u>sung@smcgov.org</u>. Emailed invoices and activity reports need not be signed. Contractor shall also mail original, signed, hard copies of invoices and activity reports to: Noelle Vergara, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402.

Service Period	Invoice Due Date	Report Content
July 1, 2011 – September 30, 2011	October 15, 2011	Services delivered
October 1, 2011 – December 31, 2011	January 15, 2012	Services delivered
January 1, 2012 – March 31, 2012	April 15, 2012	Services delivered
April 1, 2012 – June 30, 2012	July 5, 2012	Services delivered
July 1, 2011– June 30, 2012	July 31, 2012	Services delivered and program outcomes
July 1, 2012 – September 30, 2012	October 15, 2012	Services delivered
October 1, 2012 – December 31, 2012	January 15, 2013	Services delivered
January 1, 2013 – March 31, 2013	April 15, 2013	Services delivered
April 1, 2013 – June 30, 2013	July 5, 2013	Services delivered
July 1, 2012 – June 30, 2013	July 31, 2013	Services delivered and program outcomes
July 1, 2013 – September 30, 2013	October 15, 2013	Services delivered
October 1, 2013 – December 31, 2013	January 15, 2014	Services delivered
January 1, 2014 – March 31, 2014	April 15, 2014	Services delivered
April 1, 2014 – June 30, 2014	July 5, 2014	Services delivered
July 1, 2013 – June 30, 2014	July 31, 2014	Services delivered and program outcomes
July 1, 2014 – September 30, 2014	October 15, 2014	Services delivered

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

October 1, 2014 – December 31, 2014	January 15, 2015	Services delivered
January 1, 2015 – March 31, 2015	April 15,2015	Services delivered
April 1, 2015 – June 30, 2015	July 5, 2015	Services delivered and program outcomes

H. Payment for services provided is contingent upon the availability of County, State, or Federal funds. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever.

FRESH LIFELINES FOR YOUTH, INC. PROGRAM MONITORING JULY 1, 2011 – JUNE 30, 2014

Contractor agrees to participate in the San Mateo County Juvenile Justice Coordinating Council (JJCC) evaluation subcommittee and to provide both the County and the County's Evaluation Services Contractor with individual-level data on mandated and agreed-to performance measures as needed and at least twice per year.

Additionally, as part of Juvenile Justice Crime Prevention Act (JJCPA) funding, contractor agrees to have all youth participating in program subject to reporting on 6 state-mandated outcomes that include:

- If minor was **arrested** during the 180 days since program entry
- If minor was **detained in juvenile hall** during the 180 days since program entry
- If minor **completed probation**, if applicable, during the 180 days since program entry
- If minor had a probation violation, if applicable, during the 180 days since program entry
- If minor **completed court-ordered restitution**, if applicable, during the 180 days since entry
- If minor **completed court-ordered community service**, if applicable, during the 180 days since entry

Contractor shall provide a quarterly invoice that includes supporting documentation of actual units of services delivered by specific program service and supporting expenditure documentation using the form attached and printed on the Contractor's letterhead. Contractor will also submit a quarterly narrative of highlights of and challenges to the programming. Contractor shall provide an annual performance outcome report using the form attached and printed on the Contractor's letterhead.

Contractor shall demonstrate the following outcomes:

The short-term outcomes include: 1) Increasing school engagement and performance (which ties to the increased connection to school); 2) Increasing the number of at-risk youth who have the skills and confidence to resist negative peer pressure and make healthy choices by increasing their internal and external developmental assets and 3) Increasing family and community safety by decreasing juvenile crime and incarceration and building developmental assets.

Intermediate and long-term outcomes include: 1) Improved educational outcomes; 2) Decreased use of substances (drugs and alcohol) and risky behavior; 3) Decreased violent behavior (including gang violence); and 4) Decreased involvement with the Juvenile Justice system through new charges and probation violations.

Derfermense Messure	Youth Participating in Program				
Performance Measure	FY 11-12	FY 12-13	FY 13-14	FY 14-15	
Youth will report they now have access to a positive adult role model (MS and LSHP)	80%	80%	80%	80%	
Youth will be less likely to commit crimes and more likely to make healthy choices (MS and LSHP)	75%	75%	75%	75%	
Youth will gain the skills to resist negative peer pressure (MS and LSHP)	80%	80%	80%	80%	
Youth will report school improvement in attendance or performance (LSHP Only)	70%	70%	70%	70%	
Recidivism: Youth will not obtain a new charge during program year(LSHP Only)	70%	70%	70%	70%	
Educational Improvement: (Target: 80% improvement in school attendance and engagement; 70% GED or Diploma attainment for eligible seniors) (LSHP Only)	70%	70%	70%	70%	
Employment/Constructive Use of Time (Target: 80% improvement in constructive use of time; 40% lift in employment for all eligible youth) (LSHP Only)	40% lift	40% lift	40% lift	40% lift	
Violence Prevention: (Target: 50% lift in youth handling conflicts less violently)- including gang issues. (LSHP Only)	50% lift	50% lift	50% lift	50% lift	