

**AMENDMENT TO AGREEMENT 072397
BETWEEN THE COUNTY OF SAN MATEO AND
West Ed**

AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and WestEd, 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 to develop and implement an evaluation plan for the ALLIES program on October 22, 2012 through June 30, 2015; and

WHEREAS, the parties wish to amend the Agreement to include the evaluation of three additional ALLIES incumbent worker training cohort classes and to increase the maximum amount by \$30,000 for an amount not to exceed \$395,000.

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

1. Section 3, "Payments" of the agreement is amended to read as follows and the "Electronic Signature Language" has been added:
 - Payments. 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 ninety five thousand dollars (\$395,000).
 - Electronic Signature. If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

2. Revised Exhibit A is replaced in its entirety with Revised Exhibit A, (revised 8/5/14), a copy is attached to this amendment and referenced here. Revised Exhibit B (as of 8/5/14) is added to this amendment.
3. **All other terms and conditions of the agreement dated October 22, 2012, between the County and Contractor shall remain in full force and effect.**

Revised Exhibit A (August 5, 2014)

In consideration of the terms set forth in revised Exhibit B, West Ed will provide the following services, in addition to the “Description of Services” in the original October, 2012 Agreement:

- Evaluate up to 3 additional ALLIES incumbent worker training cohort classes that have been developed and implemented to meet requirements of the Silicon Valley ALLIES grant.

Language from the original October, 2012 Agreement, Exhibit A, “Description of Services” is as follows:

I. Project Goals:

The goal of this contract is to obtain the design and implementation of an evaluation plan that analyzes the process, output, and outcome data for both model system-building and for participant activities.

II. Contractor Services:

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

The Contractor shall be responsible for design and implementation of an evaluation plan that analyzes the process, output, and outcome data for both model system-building and for participant activities. Specific deliverables have been established; however deliverables may change as the project progresses. Deliverables may be changed or added as agreed upon by all parties. The timeline shown is an estimate. The timeline may be adjusted as agreed upon by all parties. Deliverables include but are not limited to the following:

Phase I: Developmental Evaluation-the purpose is to create rigorous inquiry that supports innovation in complex systems. A major goal of this project is to create change and document the process. This evaluation type will seek to capture information about how the context of dynamics of change influences new practices that lead to desired outcome. The evaluation is learning focused. Questions to be answered are: A) What produces changes?, B)What are we learning?, C)What is being created?, D) What ideas/plans are emerging?, and E) How are ideas being explored? Phase I deliverables include: (October 2012 through June 2013):

- Refine evaluation plan
- Develop and collect data
- Produce and present quarterly reports
- Disseminate findings

Phase II: Formative Evaluation-the purpose of this evaluation is to create rigorous examination of program implementation and to improve design and performance. This

evaluation seeks to learn what factors affect why a program is working or not. It is process focused. Questions to be answered are: A) Have things gone as planned?, B) How have/can activities be standardized?, C) What could/should be enhanced?, and D) How can the project be refined? Phase II deliverables include: (July 2013 through June 2014):

- Refine evaluation plan
- Develop and collect data (ongoing – throughout project)
- Produce and present quarterly reports
- Produce and present summary report
- Disseminate findings

Phase III Summative Evaluation-the purpose of this evaluation is to create rigorous analysis to determine what the project achieved. It looks at the impact of the intervention on target groups (ESL learners) and is outcome focused. It seeks to answer the following: A) Have project goals been met?, B) What impact/difference has been made?, C) Were there unintended consequences?. D) What worked, what didn't and why?, and E) What can be done to improve results? Phase III deliverables include: (July 2014 through June 2015):

- Refine evaluation plan
- Develop and collect data (ongoing – throughout project)
- Produce and present quarterly reports
- Produce and present summary report
- Disseminate findings

III. Monitoring Requirement

Contractor shall provide Quarterly Reports throughout the project and Summary Reports in year two and year three as outlined below:

1. Develop format of reports (December 2012)
2. Formative evaluation (quarterly)
3. Summary reports (January 2013, June 2013, August 2013)
4. Annual report (June 2014)
5. Final Report (June 2015)
6. Brief to primary and secondary audience (annually)
7. Coordinate with WIF/NEC and DOL (quarterly and as directed)

Reports should be submitted to: Dann Bergman, Human Services Agency Workforce Development - 262 Harbor Boulevard, Building A - Belmont, CA 94002

Revised Exhibit B (August 5, 2014)

In consideration of the services provided in the original Description of Services and the evaluation of up to three additional ALLIES incumbent worker training cohort classes in the revised Exhibit A, and subject to the terms of the Agreement dated October 22, 2012, the County shall pay West Ed for the evaluation of up to three additional ALLIES incumbent worker training cohort classes that will include the following tasks: develop up to 3 evaluation plans, collect and analyze the data, and generate and present the report and/or findings.

Services will be billed monthly according to the tasks and activities completed for that month and will not exceed \$30,000. The contractor will describe (on the invoice) the tasks completed and list the corresponding number of hours worked for those tasks/activities.

Invoices must be sent to:

County Manager's Office, Workforce and Economic Development Division
Financial Management Unit
Attention: Diana Lao, Senior Accountant
2500 Middlefield Rd.
Redwood City, CA 94063

The contract amount will not exceed \$395,000. The payment terms are net 30.

Language from the original October, 2012 Agreement, Exhibit B, "Payments and Rates" is as follows:

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

1. County shall pay contractor based on phases listed below and the deliverables completed as shown in Exhibit A.
2. The grant from the US Department of Labor shall be managed in compliance with all federal and state guidelines using cost accounting and cost reimbursement methodology.
3. Under no circumstances shall services under this agreement exceed \$365,000.

Phase I:	Cost
Task 1.1 Refine Evaluation Plan (December 2012)	\$37,911
Task 1.2 Develop and Collect Data (January 2013)	\$24,045
Task 1.3 Produce and Present Quarterly Reports	\$35,772
Task 1.4 Disseminate Findings (December 2012)	\$39,996

Year One Total	\$137,724

Phase II:	
Task 2.1 Refine Evaluation Plan	\$25,365
Task 2.2 Develop and Collect Data	\$16,448
Task 2.3 Produce and Present Quarterly Reports	\$25,152
Task 2.4 Produce and Present Summary Reports	\$26,955
Task 2.5 Disseminate Findings	\$27,545
Year Two Total	\$121,465

Phase III:	
Task 3.1 Refine Evaluation Plan	\$22,669
Task 3.2 Develop and Collect Data	\$14,165
Task 3.3 Produce and Present Quarterly Reports	\$21,575
Task 3.4 Produce and Present Summary Reports	\$23,522
Task 3.5 Disseminate Findings	\$23,880
Year Three Total	\$105,811

TOTAL	\$365,000
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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

WestEd

Virgilio F. Tinio, Jr.
Virgilio F. Tinio, Jr. (Jul 11, 2014)

Contractor's Signature Virgilio Tinio, Jr., Contracts Administrator

Date: Jul 11, 2014

Signature: Virgilio F. Tinio, Jr.
Virgilio F. Tinio, Jr. (Jul 11, 2014)

Email: vtinio@wested.org

Title: Contracts Administrator

Company: WestEd