AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PENINSULA CONFLICT RESOLUTION CENTER

| | THIS AMENDMENT TO THE AGREEMENT, entered into this day of | | | | | |
|-------|--|--|--|--|--|--|
| | , 20, by and between the COUNTY OF SAN MATEO, | | | | | |
| here | nereinafter called "County," and Peninsula Conflict Resolution Center, hereinafter | | | | | |
| calle | d "Contractor"; | | | | | |
| | WITNESSETH: | | | | | |
| | WHEREAS, pursuant to Government Code, Section 31000, County may ract with independent contractors for the furnishing of such services to or for nty or any Department thereof; | | | | | |
| | WHEREAS, the parties entered into an Agreement to provide school-based nce prevention programs on December 13, 2011 for the term of July 1, 2011 igh June 30, 2014, in the amount of \$350,205 and | | | | | |
| amo | WHEREAS, the parties wish to amend the Agreement to increase the funding unt by \$116,736 to \$466,941 for the term of July 1, 2011 through June 30, 2014. | | | | | |
| AS F | NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO FOLLOWS: | | | | | |
| 1. | Original Exhibit A (Scope of Work) is replaced with Revised Exhibit A1 (rev. 07/01/12) | | | | | |
| 2. | Original Exhibit B (Payment Schedule) is replaced with Revised Exhibit B1 (rev. 07/01/12) | | | | | |
| 3. | Original Exhibit C (Program Monitoring) is replaced with Revised Exhibit C1 (rev. 07/01/12) | | | | | |

All other terms and conditions of the agreement dated December 13, 2011 between the County and Contractor shall remain in full force and effect.

3.

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 | |
| Peninsula Conflict Resolution Cente Contractor's Signature Date: | |

PENINSULA CONFLICT RESOLUTION CENTER School-Based Violence Prevention Programs JULY 1, 2011 – JUNE 30, 2014

In full consideration of the payments described in Exhibit "B" herein, and the terms of this Agreement, Contractor shall provide shall provide the following services:

The Peninsula Conflict Resolution Center shall provide school-based violence prevention programs for youth and families of four schools in Daly City, San Bruno, San Mateo and South San Francisco. Delivery of the program includes the cost of staff, materials, and research.

- Student and Parent Leadership Groups: 80 students and 100-150 parents served; Capuchino, Jefferson, San Mateo and South San Francisco High Schools deliver violence prevention curriculum to higher-risk and other students, deliver parent leadership and education classes to parents; 2x/week, total of 512 hours/year
- 2. Peer Mediation training: 80 students served; Capuchino, Jefferson, San Mateo and South San Francisco High Schools; deliver peer mediation training to students to resolve conflicts among all students of the school; 1x/week, total of 160 hours/year
- 3. School-based services provided by Student Engagement Specialist: 160 students, 60 staff, 100--120 parents; deliver staff training and Alternative to Suspension programs; Capuchino, Jefferson, San Mateo and South San Francisco High Schools 20 hours/week, 3488 hours/year
- 4. Mediation and Family Conferencing Services: 60 families served; families from Capuchino, Jefferson, San Mateo and South San Francisco High Schools, youth on probation, and youth transitioning from the Youth Service Center; provide family conferencing and parent-teen and family mediation; 3 hours/week, total of 400 hours/year
- Program Management: undefined number of students, parents and staff; Capuchino, Jefferson, San Mateo and South San Francisco High Schools; ensure that services for at-risk youth, staff and families are coordinated and integrated in the existing school procedures; 4 hours/week, 200 hours/year
- Data Collection: undefined number of students, parents and staff; Capuchino, Jefferson, San Mateo and South San Francisco High Schools; collect data on effectiveness of programs; 3 hours/week, 600 hours/year

PENINSULA CONFLICT RESOLUTION CENTER JULY 1, 2011 – JUNE 30, 2014 PAYMENTS and RATES

In full consideration of the payments described in Exhibit "A1" herein, County shall pay Contractor in the following manner unless otherwise specifically authorized by the Chief Probation Officer or his/her designee:

- Contractor shall submit to the County invoices for actual expenditures according to the following schedule:
 - A. Contractor shall be paid for actual services provided up to a maximum amount of FOUR HUNDERD SIXTY SIX THOUSAND NINE HUNDRED FORTY ONE DOLLARS AND ZERO CENTS (\$466,941.00) for the term of the contract.
 - B. The maximum amount of the annual payment for FY 2012-12 and 2013-14 shall be **ONE HUNDRED SEVENTY FIVE THOUSAND ONE HUNDRED THREE DOLLARS AND ZERO CENTS (\$175,103.00).**
 - C. Payments shall be made according to the following schedule:

| Service | Hours/ Year | Rate/ Hour | Total Amount/Year |
|---|----------------|----------------------------|------------------------------|
| Student and Parent Leadership Groups/Capuchino and Jefferson High Schools (students); | 256 | FY 11-12 \$33 | FY 11-12 \$8,448 |
| Capuchino, Jefferson, San Mateo and South San Francisco High Schools (parents) | 512 | FY 12-13 \$33 | FY 12-13 \$16,896 |
| | 512 | FY 13-14 \$33 | FY 13-14 \$16,599 |
| Peer Mediation training/Capuchino, Jefferson, San Mateo and South San Francisco High Schools | 160 | FY 11-12 \$38.50 | FY 11-12 \$6,160 |
| | 160 | FY 12-13 \$38.50 | FY 12-13 \$6,160 |
| | 160 | FY 13-14 \$38.50 | FY 13-14 \$6,160 |
| School-based services provided by Student Engagement Specialist/ Jefferson and Capuchino High Schools (staff training), Capuchino, Jefferson, San Mateo and South San Francisco High Schools (Alternative to Suspension programs) | 2000 | FY 11-12 \$33 | FY 11-12 \$66,000 |
| | 3488 | FY 12-13 \$33 | FY 12-13 \$115,104 |
| | 3488 | FY 13-14 \$33 | FY 13-14 \$115,104 |
| Mediation and Family Conferencing Services/Capuchino, | 150 | FY 11-12 \$38.50 | FY 11-12 \$5,775 |
| Jefferson, San Mateo and South San Francisco High Schools | 400 | FY 12-13 \$38.50 | FY 12-13 \$15,400 |

| | | EV 42 44 | EV 40 44 |
|--|-----|----------------------------|-------------------------------|
| | 400 | FY 13-14 \$38.50 | FY 13-14 \$15,400 |
| Program Management/Capuchino, Jefferson, San Mateo and South | 300 | FY 11-12 \$38.50 | FY 11-12 \$11,550 |
| San Francisco High Schools | 200 | FY 12-13 \$38.50 | FY 12-13 \$7,700 |
| | 200 | FY 13-14 \$38.50 | FY 13-14 \$7,700 |
| Data Collection/Capuchino, Jefferson, San Mateo and South San Francisco High Schools | 144 | FY 11-12 \$28.60 | FY 11-12 \$4,118.40 |
| NOTE: Indirect cost rate is included in the rate/hour and not | 144 | FY 12-13 \$28.60 | FY 12-13 \$4,118.40 |
| its own line item | 144 | FY 13-14 \$28.60 | FY 13-14 \$4,118.40 |
| Other Direct Costs—School-based Services | | | FY 11-12 \$6,000 |
| | | | FY 12-13 \$8,824.60 |
| | | | FY 13-14 \$8,824.60 |
| Other Direct Cost – Peer Mediation | | | FY 11-12 \$400 |
| Other direct Cost – Mediation and Conferencing Services | | | FY 11-12 \$3,000 |
| Other Direct Cost – Data Collection | | | FY 11-12 \$3,000 |
| Other Direct Costs-Youth Leadership & Parent Series | | | FY 11-12 \$2,284 |
| | | | FY 12-13 \$900 |
| | | | FY 13-14 \$900 |
| Annual Subtotal 2011-2012 | | | \$116,735.00 |
| Annual Subtotal 2012-2013 | | | \$175,103.00 |
| Annual Subtotal 2013-2014 | | | \$175,103.00 |
| TOTAL | | | \$466,941.00 |

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 FOUR HUNDERD SIXTY SIX THOUSAND NINE HUNDRED FORTY ONE DOLLARS AND ZERO CENTS (\$466,941.00).

- 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 Michelle Mendez, Management Analyst at mcgov.org and Lu-Ann Santos, Fiscal Office Specialist at lssantos@smcgov.org. Emailed invoices and activity reports need not be signed. Contractor shall also mail original, signed, hard copies of invoices and activity reports to: Michelle Mendez, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402.
- G. Contractor shall submit invoices and activity reports according to the schedule below:

| 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 7, 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 |

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; including but not limited to, payments that are based on County funds.

PENINSULA CONFLICT RESOLUTION CENTER 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.

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 school-based services will help instill positive decision-making skills, peaceful conflict management skills, increased self-esteem and sense of a purpose and positive future.
- The mediation and family conferencing services will also support family related assets including positive family communication and parent involvement.

| Performance Measure | Youth Participating in Program | | | |
|---|--------------------------------|----------|----------|--|
| i citornance measure | FY 11-12 | FY 12-13 | FY 13-14 | |
| Youth and parents participating in Parent and Youth leadership training will demonstrate an increased understanding of violence prevention and leadership skills (Capuchino, Jefferson, San Mateo and South San Francisco High Schools) | 85% | 85% | 85% | |
| Youth engaged in gangs or considering joining gangs participating in the student leadership training series will decrease gang-related activity or activities that violate the law (Capuchino and Jefferson High Schools) | 85% | 85% | 85% | |
| The number of student suspensions and expulsions for caused or attempted physical injury to another and for the use of force or violence will be reduced (Capuchino, Jefferson, San Mateo and South San Francisco High Schools) | 10% | 10% | 10% | |
| The number of incidences of violence on campus between students will be reduced (Capuchino, Jefferson, San Mateo and South San Francisco High Schools) | 10% | 10% | 10% | |
| Mediations result in a resolution (Capuchino, Jefferson, San Mateo and South San Francisco High Schools) | 80% | 80% | 80% | |