

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND ACHIEVE SUCCESS**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Achieve Success, 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 for tutoring services on June 5, 2018 for the term of July 1, 2018 through June 30, 2020 for an amount not to exceed \$240,000; and

WHEREAS, the parties wish to amend the Agreement to add \$120,000 in funds for a revised total of \$360,000, extend the term through June 30, 2021 and replace certain exhibits.

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

1. Section **1. Exhibits and Attachments** of the Agreement is amended to read as follows:

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A (rev. 2020)—Services  
Exhibit B (rev. 2020)—Payments and Rates  
Exhibit C (rev. 2020)—Performance Measures  
Exhibit D —Child Abuse Prevention and Reporting  
Attachment F – Fingerprinting Certification  
Attachment I—§ 504 Compliance  
Attachment P —Personally Identifiable Information Requirements for County Contractors,  
Subcontractors, Vendors and Agents

2. Section **2. Services to be performed by Contractor** of the Agreement is amended to read as follows:

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Section **3. Payments** of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement, Exhibit A and Exhibit C, 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 County's total fiscal obligation under this Agreement exceed THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000). 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 termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

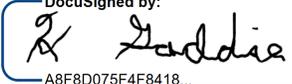
4. Section **4. Term** of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2018 through June 30, 2021.

5. Original Exhibit A is replaced with Exhibit A (rev. 2020) and is attached hereto.
6. Original Exhibit B is replaced with Exhibit B (rev. 2020) and is attached hereto.
7. Original Exhibit C is replaced with Exhibit C (rev. 2020) and is attached hereto.
8. **All other terms and conditions of the Agreement dated June 5, 2018 between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Achieve Success**

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_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit A (rev. 2020)**

In consideration of the payments set forth in Exhibit B (rev. 2020), Contractor shall provide the following services:

**I. General Description of Services and Target Population:**

- A. Achieve Success is an educational company that will provide tutoring services for children and youth participating in San Mateo County's Children and Family Services (CFS) programs residing within San Mateo County and other adjacent Bay Area counties including, Alameda, Contra Costa, San Francisco and Santa Clara who are enrolled in elementary, middle, and high school.
- B. Students receiving services under this Agreement may be English language learners, low performing, students with disabilities, foster youth and/or youth with an open case with San Mateo County Children & Family Services. The specific tutorial services provided by the Contractor will be based on an assessment and identified needs of each foster youth.

**II. Assessment and Reassessment:**

- A. Contractor will conduct an initial assessment to determine a student's initial learning levels and skill gaps in math, reading and/or English language arts and then set educational goals.
- B. Contractor will conduct reassessment, upon completion of 25 hours of tutoring services and every 25 hours thereafter, to determine if a student is making progress towards their education goals.
- C. All pre and post-test assessment tools must be evidence-based and approved by the California Department of Education.
- D. Each assessment will last approximately 1 hour and will be conducted at the site agreed upon by the student.

**III. Individualized Learning Plan:**

- A. Contractor will develop an Individualized Learning Plan (ILP) for each student in tutoring services based on assessment results and/or student's transcripts. The ILP will be completed once the initial assessment has been finished. The plan will identify student's strengths and weaknesses, and goals for academic progress developed by Achieve Success.
- B. Once completed, the ILP will be submitted to the CFS Contract Manager ([ayun@smcgov.org](mailto:ayun@smcgov.org)) with a copy to the Administrative Secretary

([RMDiaz@smcgov.org](mailto:RMDiaz@smcgov.org)). Tutors will submit a monthly progress report for each student and will submit revised ILPs whenever the ILPs are updated.

**IV. Tutoring Sessions and Test Preparation:**

- A. Contractor will provide tutoring services that are individualized to meet the educational needs of each student as identified by their assessment and transcripts.
- B. The number of tutoring hours required per student shall be determined based on needs identified in the assessment.
- C. Contractor will provide up to four thousand eight hundred (4,800) hours of tutoring services (including cancellations as referenced in Exhibit B (rev. 2020) to a minimum of 20 students per school year. Tutoring sessions are a minimum of 2 hours and a maximum of 5 hours per week, per student, based on identified needs. Additional hours of tutoring may be provided with prior approval from the CFS Contract Manager, an employee of San Mateo County.
- D. Services will be provided in-home, remotely, or in a location mutually agreed upon by the student's caregiver(s) such as a local library.
- E. Services may include individualized instruction and test preparation such as California High School Exit Examination (CAHSEE), General Educational Development (GED), American College Testing (ACT) and Scholastic Assessment Test (SAT).

**V. Materials:**

- A. All materials including assessment tools, supplemental curriculum, and test preparation booklets must be provided by the Contractor and are expected to align with the California Common Core Standards in the areas of English language arts/literacy and mathematics.

**VI. Case Management and Record Keeping:**

- A. Contractor will coordinate services and maintain communication with the County assigned social worker and caregiver until tutoring services for the student have been completed. This entails sending at a minimum one e-mail per month for each student detailing the progress of that student as outlined in Exhibit C (rev. 2020).

- B. Tutors will call the youth and/or caregiver before each scheduled session to verify that the youth is available, to avoid no-shows, and to be ready to proceed with tutoring services.
- C. Contractor must inform the assigned social worker if student is a no show or if there are any issues with the student's regular participation in the tutoring program.
- D. Student's transcripts shall be provided by the assigned social worker and must be stored in a secured and locked location.
- E. Contractor shall maintain and securely store an up-to-date file per student with assessment scores, Individualized Learning Plans, monthly progress reports, attendance records, and reason for absences.
- F. Student's files must be available to the assigned social worker and/or CFS contract manager upon request.

**VII. Students with Learning Disabilities and English Learners:**

- A. Any tutor working with a learning-disabled student is expected to have at minimum one year of prior experience working with a learning-disabled population.
- B. Specific accommodations for learning disabled students will include:
  - 1. Assistance with reading instructions out loud on assignments and assessment tests;
  - 2. Extended time for tutoring sessions;
  - 3. Reinforcement of Individualized Educational Plan (IEP) or Section 504 plan, if applicable.
- C. English language learners will be provided with a tutor who is fluent in the student's native language as well as in the English language. If no tutor is available that is fluent in the student's native language, tutoring services will be provided to the student in English with approval from their parent/caregiver until services in the student's primary language can be arranged.
- D. Tutors of English language learners will apply research-based instruction in English-language arts and math to students that includes customizing instructions to create:
  - 1. Developmentally and culturally appropriate lessons for all learners;
  - 2. Comprehensive vocabulary checklists for common English words and concepts;

3. Practical methods for using the learner's native language and culture in the classroom;
4. Helpful strategies for teaching spoken English, reading, and writing.

**VIII. Staffing and Training:**

- A. LiveScan fingerprinting and criminal background checks must be conducted for any employees and/or subcontractors, assignees, and volunteers who, during the course of performing services under the Agreement, have contact with children.
- B. Contractor will be on the Federal Department of Justice approved recipient list, having an Originating Agency Identification (ORI) Number, for LiveScan fingerprinting and must maintain that approval while providing services to children under this Agreement.
- C. Contractor will have a process in place for receiving, assessing, and addressing criminal records. This process must be presented to the Contract Manager upon execution of the Agreement.
- D. Contractor agrees to report employee violations, identified by the background checks, for any employee who provides services under this Agreement. This information will be reported to the CFS contract manager.
- E. Contractor will report any known or suspected child abuse immediately to the CFS Contract Manager and report the instance to the Hotline at 650-802-7922 or 1-800-632-4615.
- F. The CFS Contract Manager can be reached for reporting employee violations as shown below:  
**Name/Title:** Amy Yun, Human Services Manager  
**Telephone:** 650-802-6513  
**E-mail:** [Ayun@smcgov.org](mailto:Ayun@smcgov.org)
- G. All tutors will be certified teachers or college educated professionals with at least an associate's degree or equivalent.
- H. Contractor agrees to provide tutors with periodic training to ensure the quality of tutoring services meets the needs of students.

**(End of Exhibit A)**

**Exhibit B (rev. 2020)**

In consideration of the services provided by the Contractor pursuant to this Agreement and subject to the provisions of Exhibit A (rev. 2020) of this Agreement, County will pay Contractor in the manner described below:

**I. Rates:**

- A. Contractor shall invoice County at the rate of \$55.00 per hour for the services described in Exhibit A (rev. 2020), Section II and III, assessment, reassessment, tutoring sessions, and test preparation. Contractor shall not charge the County for section IV in Exhibit A (rev. 2020), travel, materials, and administrative time as these are included in the hourly rate.

**II. Cancellation Policy:**

- A. In the event of illness, family emergency, or other related emergencies, the Contractor requires eight (8) hours advance notice for a cancellation to avoid any charge. Notice can be provided via e-mail, text messaging, or telephone.
- B. If notice is provided within less than 8 hours prior to the scheduled session for any reason, there will be a **\$25.00** fee.
- C. If tutor is unavailable, then County will not be charged the \$25.00 cancelation fee.

**III. Invoices:**

- A. Contractor shall invoice County monthly based on the rate listed above including all taxes, services and fees. Invoices shall detail services provided and include reporting as shown in Exhibit C (rev. 2020).
- B. Due to the fiscal year-end closure, invoices for services rendered from June 1 through June 30 of each year of the Agreement shall be sent to County by July 3<sup>rd</sup> of that year. Invoices shall be sent electronically to the Contract Manager ([Ayun@smcgov.org](mailto:Ayun@smcgov.org)) with a copy to the administrative secretary ([RMDiaz@smcgov.org](mailto:RMDiaz@smcgov.org)).
- C. County shall pay Contractor upon receipt and approval of invoices. Payments shall be made within forty-five (45) working days upon receipt of Contractor's invoice.

**(End of Exhibit B)**

**Exhibit C (rev. 2020)**

Contractor agrees to meet the following performance measure(s) and outcomes based on the tutoring services of 20 students per school year. Several students may receive tutoring services for both school years under this Agreement:

**I. Program Monitoring**

<b>Measure</b>	<b>FY 2020-21 Projected</b>
The percentage of students served under this Agreement who will demonstrate improvement in the area(s) of concern by the end of the school year as measured by an increase in at least one letter grade.	75%
Minimum number of students who will complete the tutoring services, as identified in their Individualized Learning Plan and will improve by one grade point.	20

**II. Reporting Requirements**

- A. Contractor shall provide monthly progress reports for each student to the assigned social worker including student's participation and progress towards their academic goals identified in the ILP. The monthly progress reports are due on the 15<sup>th</sup> of each month and shall be sent to the assigned social worker with a copy to the contract manager ([Ayun@smcgov.org](mailto:Ayun@smcgov.org)).
- B. Contractor shall submit monthly summary reports and invoices to the contract manager detailing services provided. The monthly summary reports are due on the 15<sup>th</sup> of each month along with the invoices for each month and must include the following information:
  1. Number of new referrals received;
  2. Number of students with billable tutor hours;
  3. Number of students assigned a tutor to start services;
  4. Number of students pending a tutor assignment;
  5. Number of students declining services;
  6. Number of students withdrawn from program;
  7. Number of students unreachable;
  8. Number of assessments/reassessments completed per student;
  9. Number of completed Individualized Learning Plans per student;
  10. Number of tutoring sessions provided per student, per academic area;

11. Number of test preparation sessions completed per student;
  12. Number of cancellations per student;
  13. Total number of service hours provided since the beginning of the contract (including cancellations)/Total number of service hours remaining in the contract;
  14. Number of students who completed tutoring services as identified in their Individualized Learning Plan;
  15. Number of students who demonstrated improvements in the areas of concern upon reassessment after receiving at least 25 hours of services.
- C. In addition to the monthly reports, the Contractor will submit quarterly reports to the CFS contract manager detailing services provided. The quarterly summary reports are due on the 15<sup>th</sup> in the months of October, January, April, and July and must include the following information:
1. Number of new referrals received;
  2. Number of students with billable tutor hours;
  3. Number of students assigned a tutor to start services;
  4. Number of students pending a tutor assignment;
  5. Number of students declining services;
  6. Number of students withdrawn from program;
  7. Number of students unreachable;
  8. Number of assessments/reassessments completed per student;
  9. Number of completed Individualized Learning Plans per student;
  10. Number of tutoring sessions provided per student, per academic area;
  11. Number of test preparation sessions completed per student;
  12. Number of cancellations per student;
  13. Total number of service hours provided since the beginning of the contract (including cancellations)/Total number of service hours remaining in the contract;
  14. Number of students who completed tutoring services as identified in their Individualized Learning Plan;
  15. Number of students who demonstrated improvements in the areas of concern upon reassessment after receiving at least 25 hours of services.

- G. County has the right to request additional reports from the Contractor based on CFS's goals to address foster youth education. Reports will be requested in writing to Contractor and Contractor is expected to respond promptly to requests.
- H. All summary reports shall be sent electronically to the CFS contract manager ([Ayun@smcgov.org](mailto:Ayun@smcgov.org)) with a copy to the administrative secretary ([RMDiaz@smcgov.org](mailto:RMDiaz@smcgov.org)).

**(End of Exhibit C)**