

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
OPPORTUNITIES INDUSTRIALIZATION CENTER WEST**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and OPPORTUNITIES INDUSTRIALIZATION CENTER WEST, 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 April 1, 2005 for the purpose of providing Comprehensive Year-Round Youth Services; and

WHEREAS, the parties wish to amend the Agreement for the purpose of increasing the amount and extending the term in order to continue the Contractor's provision of Comprehensive Year-Round Youth Services through June 30, 2007.

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

1. Section 1 "Exhibits and Attachments" is hereby amended and replaced in its entirety to read as follows:

Exhibit A: Description of Generalized Comprehensive Year-Round Youth Services for FY 2005-06

Exhibit A1: Description of Short Term Specialized Youth Services for FY 2004-05

Exhibit A2: Description of Services and Performance Standards for FY 2006-07

Exhibit B: Revised 05/06 - Payments and rates

Exhibit C: Program Specific Requirements

Attachment I: §504 Compliance

Attachment J: Equal Benefits Compliance Declaration

2. Exhibit A2 is hereby added and is attached hereto and incorporated by reference herein.

3. Original Exhibit B is hereby deleted and replaced with Exhibit B "Revised 05/06 - Payments and Rates," which is attached hereto and incorporated by reference herein.
4. Original Attachment H is hereby deleted.
5. Section 2 "Services to be performed by Contractor" is hereby amended and replaced in its entirety to read as follows:

In consideration of the payments set forth herein and in Exhibit B "Revised 05/06 - Payments and Rates," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits and Attachments.

6. Section 3 "Payments" is hereby amended and replaced 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 herein and in Exhibits and Attachments, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits and Attachments. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. **The Agreement is increased by \$253,900 for generalized Comprehensive Year-Round Youth Services provided in FY 2006-07.** In no event shall the County's total fiscal obligation under this Agreement exceed **eight hundred eighty four thousand nine hundred dollars (\$884,900).**

7. Section 4 "Term and Termination" is hereby amended and replaced in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **March 1, 2005 through June 30, 2005 for Specialized Youth Services and April 1, 2005 through June 30, 2007 for generalized Comprehensive Year-Round Youth Services.**

This Agreement may be terminated by Contractor, the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability

of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. Section 11 "Non-Discrimination" is hereby amended to add paragraph G that shall read as follows:

Compliance with Contractor Employee Jury Service Ordinance. Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

9. All other terms and conditions of the Agreement dated April 1, 2005 between the County and Contractor shall remain in full force and effect.
10. This First Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement 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 concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this First Amendment shall not be effective unless set forth in a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

OPPORTUNITIES INDUSTRIALIZATION CENTER WEST

Contractor's Signature

Date: _____

In consideration of the payments set forth in Exhibit B "Revised 05/06 - Payments and Rates," Contractor shall provide the following services outlined in this Exhibit "A2" and, Exhibits "A and A1" to the Agreement:

**Opportunities Industrialization Center-West (OICW)
Comprehensive Year-Round Employment and Training Related Services
Generalized Services
For the period of July 1, 2006 through June 30, 2007**

Description: OICW will provide comprehensive year round employment and training related services for 69 participants over a 12 month period, including all activities listed below in Part A., "Enrollments and Outcomes".

A. ENROLLMENTS AND OUTCOMES

1. Contractor shall enroll a minimum of 40 Out-of-School WIA eligible youth participants during the period from July 1, 2006 – June 30, 2007. All out-of-school youth participants must meet the definition of "Out-of-School" youth.
2. Contractor will provide comprehensive youth activities and services as agreed by the County and the Contractor, which may include the following:

ACTIVITY/SERVICE

- Comprehensive Basic Skills assessment
- Career Interest Assessment
- Comprehensive guidance and counseling to develop Individual Services Strategy (ISS)
- Enrollment in GED
- Enrollment in vocational training
- Academic tutoring & support activities
- Workshops
- Employment/internships (during enrollment period – not exit)
- Services carried over for current WIA participants

IN-SCHOOL & OUT-OF-SCHOOL YOUTH

YOUNGER YOUTH PERFORMANCE STANDARDS (14-18 years of age)

PERFORMANCE STANDARDS	
<p>Skill Attainment Rate <i>Measures the number of goals attained. Each youth assessed to be in need of basic skills, work readiness skills, and/or occupational skills must set a minimum of one (1) goal per year and may set a maximum of three (3) goals per year. All youth deficient in basic skills must set a basic skill attainment goal. The skill attainment goal(s) must be achieved within one year, with success being recorded in the quarter of goal achievement and failure recorded in the quarter one year from the time the goal was set if not attained by such time. Of the total number of goals set for all participants, 85% will be achieved within one (1) year.</i></p>	83%
<p>Diploma/Equivalent Attainment Rate <i>Measures the number of youth that get a diploma/equivalent through program interventions. Of those that enrolled in the program without a diploma/equivalent, 40% will have attained a diploma/equivalent prior to exiting the program.</i></p>	66%
<p>Retention Rate at Six Months <i>Measures youth engaged in specified activities six months after exit (through program interventions and follow-up). Of all youth who exit program services, 55% will be found in one of the following in the third (3rd) quarter after exit: post-secondary education; advanced training; employment; military service; qualified apprenticeship</i></p>	63%
Participant Customer Satisfaction Rate (weighted index)	77%
Employer Customer Satisfaction Rate (weighted index)	77%
<p>Positive Termination Rate at Exit <i>Due to the complexity of the performance measures (i.e., potential for multiple positive outcomes for a participant) local policy establishes the following general performance measure: 85% of all younger youth enrolled in program services will exit with at least one positive outcome.</i></p>	92%

OLDER YOUTH PERFORMANCE STANDARDS (19-21 years of age)

PERFORMANCE STANDARDS	
<p>Entered Employment Rate <i>Measures youth that get a job through program interventions. Of those who are not employed at registration <u>and</u> do not move on to post-secondary education or advanced training, 65% will have entered employment prior to exiting the program. Youth that exit without a job but are enrolled in post-secondary education or advanced training are excluded from this measure – youth that exit with a job and are enrolled in post-secondary education or advanced training are counted in this measure.</i></p>	62%
<p>Employment Retention Rate at Six Months <i>Measures youth that exit the program with a job and are still employed 6 months later (through program interventions and follow-up). Of those that are employed at exit (including those employed at registration) that <u>do not</u> move on to post secondary education or advanced training, 82% will still be employed in the 3rd quarter after exit. Youth employed at exit but not employed in the 3rd quarter that are in post-secondary or advanced training are excluded from this measure.</i></p>	77%
<p>Average Earnings Change in Six Months <i>Measures increased earnings through program interventions. Those employed at exit (including those employed at registration) that <u>do not</u> move on to post-secondary education or advanced training, will (on average being earning \$3,300 more six months after exit than they earned in the six months prior to registration (through program interventions and follow-up). Youth employed at exit but not employed in the 3rd quarter that are in post-secondary education or advanced training are excluded from this measure. Youth not employed in the first quarter after exit are also excluded from this measure. UI wage records are the <u>only data</u> used to measure this standard.</i></p>	\$3,100
<p>Credential Rate at six Months <i>Measures those that received a credential (definition in Exhibit A-1, Key Terms) either during the program or within six months of exit. Of those that are employed, in post-secondary education, or advanced training at exit, 52% will receive a credential by the end of the 3rd quarter.</i></p>	38%
Participant Customer Satisfaction Rate (weighted index)	77%
Employer Customer Satisfaction Rate (weighted index)	77%
<p>Positive Termination Rate at Exit <i>Due to the complexity of the performance measures (i.e., potential for multiple positive outcomes for a participant) local policy establishes the following general performance measure: 85% of all older youth enrolled in program services will exit with at least one positive outcome.</i></p>	90%

In consideration of the services provided by Contractor in Exhibits "A, A1 and A2" County shall pay Contractor based on the following fee schedule:

Rates and Payments
Comprehensive Year-Round Youth Services

1. **FY 2004-05 Services:** (Specialized and Generalized Services) The County paid for the term of March 1, 2005 through June 30, 2005, for services described in Exhibit A1 and as shown in Attachment H, \$277,000.
2. **FY 2005-06 Services:** (Generalized Services) The County shall pay Contractor monthly upon receipt and approval of invoices for the term of July 1, 2005 through June 30, 2006, for services described in Exhibit A and as shown in Attachment H. Monthly services shall not exceed \$29,500 unless otherwise authorized in writing by the County. Total services for FY 2005-06 shall not exceed \$354,000.
3. ***FY 2006-07 Services:** (Generalized Services) The County shall pay Contractor monthly upon receipt and approval of invoices and budget report for the term of July 1, 2006 through June 30, 2007, for services described in Exhibit A2. Failure to submit budget report will result in any payments being held until the budget report is submitted and approved. Monthly services shall not exceed \$29,500 unless otherwise authorized in writing by the County. The detailed Budget report is due to the County no later than June 30, 2006. No payment can be made for FY 2006-07 under this Agreement until the detailed budget is submitted and approved by the County. Budget revisions may be requested of the Contractor by the County at any time during the term of this Agreement. The Contractor shall have ten (10) days to submit requested revisions. Failure to submit revision shall result in any outstanding payments being held until the revisions are submitted and approved by County. Total services for FY 2006-07 shall not exceed \$253,900. Services in FY 2006-07 will be reduced due to a decrease in funding.

* The County shall have 10 days to review and approve budget reports or revisions to the budget.

4. **Total Agreement Obligation:** Total services over the term of the Agreement shall not exceed \$884,900.

The following items for specialized services have a higher cost amount for the FY 2004-05 period (3/1/05 – 6/30/2005) compared with costs for FY 2005-06 (7/1/05 – 6/30/06) based upon the following justification:

PERSONNEL

- **Program Director** – put @ 70% FTE for 4 months (3/1/05 – 6/30/05) due to increased activity with WIA-related activities and services (normally at 50% FTE)
- **Youth Counselor/Case Manager** – added solely for 4 month period during FY 2004-05 to increase capacity for outreach, intake, assessment, enrollment, and case management services
- **Employment & Follow Up Services Specialist** – added solely for 4 month period during FY 2004-05 to enhance employment-related activities for WIA youth and improve follow-up support for participants approaching WIA follow-up services
- **Assessment Specialist** – added solely for 4 month period during FY 2004-05 due to heightened levels of activity for assessment of WIA participants (new and current)
- **Database Coordinator** – added solely for 4 month period during FY 2004-05 to improve reporting capabilities to County of San Mateo and other parties; results of this effort will be sustained over life of WIA contract
- **Administrative Assistant** – two positions @ 25 hours/week added solely for 4 month period during FY 2004-05 due to increased level of enrollments into WIA funded services, which places added administrative burden on contractor.

SERVICES & SUPPLIES

- **Internships** – added additional internships for FY 2004-05 period to reignite linkages for in-school youth services and increase employment opportunities for participants
- **Scholarships for vocational training** – based upon increased enrollments into vocational training programs (out-of-school youth)
- **Curriculum Development** – one time expense (\$5,000) for research, development, and/or purchase of curriculum/a for current and future WIA participants
- **Marketing materials** – one time expense (\$10,000) for research, development, printing, and distribution of materials to promote programs and services for potential WIA participants