

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BAY AREA ACADEMY/ SAN FRANCISCO STATE UNIVERSITY**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **BAY AREA ACADEMY/ SAN FRANCISCO STATE UNIVERSITY** , 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 the provision of designing a comprehensive training program for the Human Services Agency staff, resource parents and other participants as determined by County of San Mateo, Human Services Agency in the amount of \$25,000 for the term September 1, 2006; to February 28, 2007; and

WHEREAS, the parties amended the Agreement to add \$142,000 for a new total obligation of \$167,000 and extend the term to September 30, 2007; and

WHEREAS, the parties wish to further amend the Agreement to add funds for FYs 2007-09 in the amount of \$600,000 for a new total obligation of \$767,000 and extend the term to June 30, 2009.

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

1. Section 2 – of the Agreement is amended to read as follows:

Contract Term: The term of this Agreement shall be from September 1, 2006 to June 30, 2009 unless terminated earlier by the County.

2. Section 3 - of the Agreement is amended to read as follows:

Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1", County shall make payment to Contractor in the manner specified herein and in Exhibit "A1". 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 contract termination. 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 total payment for services under this Agreement exceed **SEVEN HUNDRED SIXTY SEVEN THOUSAND DOLLARS, (\$767,000).**

3. Exhibits A2, B2 and C2 will be added as new attachment.
4. **All other terms and conditions of the Agreement dated December 26, 2006 and February 27, 2007 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: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

BAY AREA ACADEMY/ SAN FRANCISCO STATE UNIVERSITY
Haro Kagemoto, Assistant Procurement Officer

Contractor's Signature

Date: _____

**BAY AREA ACADEMY- SAN FRANCISCO STATE UNIVERSITY
SEPTEMBER 1, 2006 THROUGH JUNE 30, 2009
PROGRAM DESCRIPTION**

Program Description

Bay Area Academy (BAA), Contractor, affiliated with San Francisco State University (SFSU), a public education institution accredited by the Western Association of Schools and Colleges, will contract with the San Mateo County Human Services Agency. BAA will provide direct specialized training for child welfare staff and other audiences as specified by San Mateo County. Contractor will provide an in-kind match to help the County draw down eligible federal Title IV-E funds to support this program. The total cost of the services provided under this amendment to the Agreement is \$ 600,000. The maximum amount of compensation to be paid by the County shall not exceed \$767,000 which represents a reimbursement to BAA.

As authorized by the Human Services Agency, the Bay Area Academy will design and provide training to current Human Services Agency staff in ways that increase the capacity to provide support and assistance to foster and adopted children.

Statewide Training and Education Committee (STEC) Training Requirements

In accordance with the Performance Improvement Plan (PIP), the California Department of Social Services (CDSS) and the California Social Work Education Center (CalSWEC) convened a statewide training education and training committee (STEC) to identify training concerns and to recommend improved training across the state. The PIP requires the CDSS to focus on specific training activities as they relate to social workers and social worker supervisors; establish a statewide minimum requirement for on-going training of existing staff and develop and implement a common core curriculum for all new child welfare staff.

The Human Services Agency will provide through BAA on-going training to Children and Family Services (CFS) staff for purposes of professional development and to improve outcomes for children and families as outlined in the PIP and California Child Welfare Redesign efforts. As specified and authorized by the Human Services Agency, BAA will work collaboratively with the CFS Coordinator and New Worker Training supervisor to assess training needs, and to develop and deliver an enhanced training program for San Mateo County CFS. This training will include on-going training for existing staff and other specific audiences as designated by the Agency. It may also include additional core training for new workers if requested.

PIP http://www.dss.cahwnet.gov/cfsr/California_1435.htm
CFSR <http://dss.cahwnet.gov/cfsr/>

The San Mateo County CFS's primary goals are to:

- Support and enhance San Mateo County CFS program initiatives and provide training to address the proposed STEC mandated training hours for social workers and supervisors. This training will be in addition to and not in place of the training already offered by BAA contract with the State of California.
- Provide new worker core curriculum and advanced specialized training to enhance the Agency's capacity to engage families and to provide culturally competent services to families and children at risk of maltreatment and youth in the foster care system. Core training will be provided in this contract if San Mateo exceeds its core slots with the BAA Regional contract.
- Increase CFS staff knowledge and skills in public child welfare best practices with a focus on safety, permanency, well being, fairness and equity.
- Continue to assess the Cultural Competency needs of the Agency and develop training to address these needs as identified by the Agency and in the Child Welfare League of America (CWLA) assessment tool.

Services to be provided

Design and deliver training that are eligible for reimbursement under Title IV-E to:

- Support Agency mandates and initiatives that include STEC requirements, Child Welfare Redesign and System Improvement Plan.
 - Increase staff knowledge on the application of new laws and regulations in child welfare practice.
 - Promote a strong framework in cultural competency for staff.
 - Enhance staff's best practice skills and knowledge.
1. Design and provide training eligible for reimbursement under Title IV-E to increase for capacity building, facilitation and strategic planning forums, as identified by the Agency training coordinator and management.
 2. Work collaboratively with the Agency training coordinator in the design, maintenance, operation and scheduling of training.
 3. Recruit, negotiate and contract with training professionals to identify and provide culturally appropriate training, and provide support services and resources for all training.

4. Identify or develop training curriculum that is culturally appropriate, to be utilized by managers, supervisors and training staff.

Training Classes Deliverables

A key service to be provided by the Training Program is an ongoing comprehensive delivery of training. This includes working with the Children and Family Service (CFS) training coordinator, management team, and training team to identify current training topics. This also includes coordinating pre-registration, developing and distributing training announcements, providing on-site coordination, and conducting evaluations.

150 hours of training will be provided by the project for up to 30 participants per session. Minimum number of participant hours will be 3,000 hours annually for a full year service for this deliverable. (150 hours x minimum of 20 participants = total participant hours).

The specific courses will be identified jointly by CFS and the Contractor on a quarterly basis. These courses may include, but not limited to:

- a. Courses on cultural competence, California Child Welfare Redesign initiatives, and training to satisfy new STEC requirements (core skills).
- b. Courses to satisfy Board of Behavioral Sciences (BSS) and the Board of Registered Nurses (BRN) requirements
- c. Specialized courses to train new supervisors
- d. Specialized skills based training for CWS staff

Transfer of Learning

Recognizing that the skills and knowledge learned in the classroom need to be transferred to the workplace, the training program will identify various ways to measure the transfer of learning by participants and their supervisors. Possible measurement processes might include:

- a. Requiring all trainers to provide learning objectives for each training
- b. Conducting a random sample survey of participating staff one to three months after each training to assess the transfer of learning that has occurred
- c. Conduct individual interviews to determine effectiveness of practicing new skills learned in a training
- d. Present a training on the role of the supervisor in the transfer of learning
- e. Facilitate focus groups to evaluate how the training has been transferred to the job

The deliverable for this component will be an evaluation report due within 15 days of the end of the fourth quarter of the first contract year, to include recommendations for implementation. The deliverables may change according to the results of the evaluation in conjunction with recommendations from CFS staff.

Training Support Services

The Contractor will provide the following support services for each training session or event:

- a. Training Sites: All training sessions will be located in San Mateo County training facilities or contractor training sites.
- b. Training Consultants & Content Experts: When necessary in consultation with the CFS training coordinator, the contractor will recruit and contract with content and training experts in the field to present training on topics or areas identified by CFS and the contractor. The contractor will pay consultants for presentation and curriculum development fees and will pay travel and per diem costs related to the training.
- c. New Worker Training Unit: Contractor will provide support services to the NWTU trainer to facilitate the delivery of new worker training. Support services will include contracting for external trainers and compilation of training evaluations. Time devoted to delivery of direct training sessions for new workers shall be included in the total number of deliverable participant hours.
- d. Liaison Service: The BAA director, assistant director and the project's training coordinator will provide liaison services between CFS and SFSU. The Bay Area training specialist will meet regularly with the CFS training coordinator and the training team to identify training topics.
- e. Contractor: will attend monthly planning meetings with Staff Development and be involved in Management/supervisor meetings to promote and discuss ongoing training needs.

Training Announcements, Registration and Record Keeping

- a. Contractor will develop flyers to announce all training sessions and use other media as needed.
- b. Training announcements will cite the California State standards; developed by the California Social Work Education Center (CalSWEC), that are addressed by each training and will reference applicable Federal outcomes.
- c. Contractor will furnish a monthly summary of upcoming Bay Area Academy training sessions and distribute it to staff at least 2-3 weeks prior to the first day of each month.
- d. In coordination with the CFS training coordinator the Contractor will register attendees for all contract-related training sessions.
- e. Contractor shall over enroll training classes by up to 20% and maintain a waiting list.
- f. For all classes with pre-registration of 20 or fewer participants, BAA will confirm all reservations by phone three days before the class.
- g. Any class that has fewer than 15 participants (10 for smaller classes identified by the Agency), confirmed two weeks prior to the class, may be subject to cancellation and rescheduling after consultation with CFS training coordinator.
- h. For all training provided by the Contractor, Contractor will prepare and maintain records of all training registrants, participants and no-shows, and provide individual training transcripts when requested.
- i. For all training provided by the Contractor, Contractor will maintain records of attendance at the Board of Behavioral Science (BBS) and BRN (Board of Behavioral Registered Nurses) licensure training and all required paperwork for licensure credit.
- k. Under the direction of the CFS training coordinator, Contractor will support other training activities of San Mateo County including but not limited to registration, onsite coordination and evaluation.

San Mateo County, Human Services Agency shall:

1. Bear ultimate responsibility for staff participation and attendance, including ensuring that the specified number of unduplicated participants register and attend training
2. Provide information about community based agency staff, foster parents and other providers who will participate in joint training sessions.
3. Determine the number and assignment of slots available for joint training sessions provided by the program and assure the Title IV-E eligibility of community agency staff who receive training
4. Determine which training sessions are mandatory and identify the respective participant populations
5. Determine in consultation with contractor whether a training session shall be rescheduled due to lack of enrollment
6. Ensure staff completion of post training surveys to measure outcome objectives
7. HSA will provide non territorial office space and computer access for the out posted Bay Area Academy 's training specialist two days per week as required to perform duties for this training program.
8. Arrange for management participation in the training advisory meetings and large training events
9. Provide contractor with the schedule of all other Children and Family training events and coordinate support if requested.

**BAY AREA TRAINING ACADEMY/SAN FRANCISCO STATE UNIVERSITY
SEPTEMBER 1, 2006 THROUGH JUNE 30, 2009
PAYMENT SCHEDULE**

I. Financial Requirements:

- a) Contractor's financial management system must meet the requirements specified in Office of Management and Budget (OMB) Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. See <http://www.whitehouse.gov/omb/circulars/a110a110.html> for internet location of referenced document)
- b) Contractor costs related to this agreement must be identified in accordance with OMB Circular A-21, Cost Principles for Educational Institutions. (See http://www.whitehouse.gov/omb/circulars/a021/a21_2004.html for internet location of referenced document).
- c) Contractor will retain necessary financial and administrative records for a minimum of a three year period subsequent to the termination of this agreement.
- d) Contractor will provide, upon request of the Human Services Agency, other financial reports as specified by the Human Services Agency.

Payment for Services:

- a) Contractor will submit quarterly invoices during the term of the Agreement in a format and manner specified by the Human Services Agency. Invoice shall include participant hours for the period covered.
- b) Contractor will submit quarterly invoices to the Human Services Agency within 30 days after the close of each quarter.
- c) Such invoice will reflect the Title IV-E eligible line items and cost categories that directly support services specified in the Exhibit A2 of this Agreement.
- d) County will review final actual hours of service provided. Contractor must provide the requisite 3,000 participant hours annually for a full year service specified in Exhibit A2 of this Agreement.
- e) Failure to meet the hours specified for services will result in pro-ration of actual costs for the Agreement period.

- f) Quarterly Payments will be made as follows with the final payment made upon submission of a cumulative cost report detailing actual costs as well as the submission of the training report detailing the actual hours of training provided.

<u>Period</u>	<u>Invoice Date</u>
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FY 2007-08

July – September	10/15/07
October – December	1/15/08
January – March	4/15/08
April – June	7/7/08

FY 2008-09

July – September	10/15/08
October-December	1/15/09
January – March	4/15/09
April – June	7/7/09

II. In full consideration of services rendered in accordance with the terms of this Amendment to the Agreement, the County shall pay the contractor quarterly, unless otherwise authorized by the Director of the Human Services Agency or her designee.

- a) Payment for the above-referenced services shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) for July 1, 2007 to June 30, 2008; and THREE HUNDRED THOUSAND DOLLARS (\$300,000) for July 1, 2008 to June 30, 2009.
- b) The maximum amount County shall be obligated to pay Contractor for these services shall not exceed SEVEN HUNDRED SIXTY SEVEN THOUSAND DOLLARS (\$767,000) for the term of the Agreement.
- c) Invoices shall be sent to: Helen McClain, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Payments shall be made within 30 days upon receipt of Contractor's invoice.
- d). All payments under this Agreement must directly support services specified in the Exhibit A2 of this Agreement.
- e). County may withhold all or part of Contractor's total payment if the Director of Human Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A2 of this Agreement.

- f). County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- g). If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

**BAY AREA TRAINING ACADEMY/SAN FRANCISCO STATE UNIVERSITY
SEPTEMBER 1, 2006 THROUGH JUNE 30, 2009
PROGRAM MONITORING**

I. Service Objectives

150 hours of training will be provided by the project for up to 30 participants per session. Minimum number of participant hours will be 3,000 hours annually for a full year service for this deliverable. (150hours x minimum of 20 participants = total participant hours).

Contractor will provide a minimum of 3,000 participant hours annually for a full year service of training in topics identified by CFS and the Contractor

II. Outcome Objectives

The Agency will monitor the services provided by the Contractor under this training program to evaluate the effectiveness and quality of the services received. To measure whether or not staff are able to put into practice the new skills, concepts and knowledge provided by this training program, the Contractor will evaluate how useful staff felt training was to their practice and secondly to evaluate staff transfer of learning.

Participant evaluations of the usefulness of the training completed at the end of the training:

- For mandatory training a minimum of 70% of the respondents shall rate the overall usefulness as very good to excellent
- For non mandatory training a minimum of 80% of the respondents shall rate the overall usefulness as very good to excellent.

Follow up evaluations of 60% of training participants to assess the transfer of learning:

- A minimum of 80 %of the respondents shall indicate that their knowledge increased as a result of the training.
- A minimum of 70 % of respondents shall identify at least two skills, tools, concepts, knowledge or policies and procedures that they will use in the workplace.

Reporting

- I. Contractor shall submit monthly participant list by course to HSA. The list is due 10 days after the end of each month.
- II. Contractor shall submit a 6-month report and a year-end report that show:
 - a.) program's performance against the outcome objectives as stated on Exhibit C2.II
 - b.) the training provided for the reporting period and number of attendees
 - c.) a written summary of the evaluation results
 - d.) actual evaluation surveys that include course name, date, trainer's name, number of attendees and number of responses
 - e.) methods used to measure transfer of learning and findings on the transfer of learning evaluations as described in Exhibit A2.

For FY 2006-07, the year-end report is due by July 7, 2007. For FY 2007-08, the 6 month report is due by January 15, 2008 and the year-end report is due by July 7, 2008. For FY 2008-09, the 6 month report is due by January 15, 2009 and the year-end report is due by July 7, 2009.

- III. Contractor will be responsible for submitting the required reports. All required reports will be submitted to the following address:

County of San Mateo, Human Services Agency
Helen McClain, Training Coordinator
400 Harbor Blvd., Bldg. B
Belmont, CA 94002