

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND PIVOTAL (FORMERLY SILICON
VALLEY CHILDREN’S FUND)**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Pivotal (formerly Silicon Valley Children’s Fund), 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 provide foster youth employment and education services on September 4, 2018; and

WHEREAS, the parties wish to amend the Agreement to replace Exhibit B1 with Revised Exhibit B1 (June 2019), extend the term one year to end on August 31, 2020, and add \$240,404 in funds for a revised total obligation of \$480,808.

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

1. All instances of Silicon Valley Children’s Fund are hereby replaced by Pivotal (formerly Silicon Valley Children’s Fund)

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

Exhibit A – Services

Exhibit B – Payments and Rates

Revised Exhibit B1 (June 2019) – Budget

Exhibit C – Performance Measures and Reporting

Exhibit D – Child Abuse Prevention and Reporting

Exhibit E – Fingerprinting Certification Form

Attachment 1 – § 504 Compliance

3. Section **2. Exhibits and Attachments** of the agreement is amended to read as follows:

In consideration of the payments set forth in this Agreement and in Exhibit B and

Revised Exhibit B1 (June 2019), Contractor will perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A and Exhibit C.

4. 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 and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and Revised Exhibit B1 (June 2019). 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 FOUR HUNDRED EIGHTY THOUSAND, EIGHT HUNDRED AND EIGHT DOLLARS (\$480,808). 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 or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

5. 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 September 1, 2018 through August 31, 2020.

6. Section **17. Notices**, second paragraph of the agreement is amended to read as follows:

In the case of County, to:

Name/Title: John Fong, Human Services Manager II
Address: 2415 University Avenue 3rd Floor, East Palo Alto, Ca 94303
Telephone: 650-599-7412
E-mail: JFong@smcgov.org

7. In **Exhibits A, B and C**, all mentions of September 1, 2018 - August 31, 2019 are hereby removed.

8. **Exhibit A, III. Intake and Assessment** Paragraph E is amended to read as follows:

Contractor will administer the Developmental Relationships/SEL survey form the Search Institute to conduct a social emotional learning assessment with those students who are enrolled in contractor's program.

9. **Exhibit A, III. Intake and Assessment** Paragraph G is amended to read as follows:

The school success skills will be assessed at least three times a year in the Fall, Winter and Spring to track progress and development. The Developmental Relationships/SEL social emotional learning assessment will be administered once annually to any given student to assess pre- and post-test differences within a 12 month period.

10. **Exhibit A, V. STEM** section A., Paragraph 2., bullet 1 is amended to read as follows:

Youth will be given a laptop computer by Contractor and will be placed in paid, professional internships during the summer upon completion of the STEM Experience program, providing no summer academic activities interfere with the internship schedule.

11. **Exhibit B**, Paragraph 1 is amended to read as follows:

Contractor will submit monthly invoices for actual costs incurred based on the budget in Revised Exhibit B1 (June 2019). County will pay Contractor upon receipt and approval of detailed invoices. Invoices shall be sent electronically to the CFS Contract Manager (JFong@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org).

12. **Exhibit B**, Paragraph 4 is amended to read as follows:

County shall have the option to adjust funds across line items as shown in Revised Exhibit B1 (June 2019) and across fiscal years to meet its project goals as agreed upon by both parties and as approved in writing by the County.

13. **Exhibit B**, Paragraph 8 is removed in its entirety.

14. **Exhibit C**, Section **II. Reporting**, paragraph B is amended to read as follows:

Contractor will e-mail reports to the Children and Family Services (CFS) Contract Manager (JFong@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org)


15. In **Exhibit C**, **Table 1** is replaced with **Revised Table 1 (June 2019)**

16. Original **Exhibit B1** is replaced with **Revised Exhibit B1 (June 2019)**

17. **All other terms and conditions of the agreement dated September 4, 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: Pivotal

 A03047EB306B427...	8/22/2019 4:21 PM PDT	Elise Cutini
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit C – Revised Table 1 (June 2019)

TABLE 1 – PERFORMANCE MEASURES	
Community Impact Outcomes	Target
The graduation rate for foster youth engaged in San Mateo County educational/employment foster youth programs will be at or above this percentage.	92%
The percentage of youth who have acquired their high school diploma or equivalent and are receiving services under the educational/employment foster youth programs will enroll in a two or four-year college or vocational school.	92%
Provided that contractor offered at least three quarters of a full academic year of services, at the completion of each school year the percentage of current foster youth in school in grades 9-12 receiving education case management services will have earned sufficient school credits to achieve grade level advancement and remain on-track for high school graduation.	92%
Qualitative Indicators	Target
The number of unduplicated youths engaged who will receive educational case management services.	55
Quantitative Indicators	Target
Based on a quarterly survey administered by the County, the percentage of children enrolled in or exiting the educational services program, or their parents/caretakers, that will report that they are satisfied (or better) with the services received from the provider.	92%

Revised Exhibit B1 (June 2019) – Budget

Program Name: Silicon Valley Children's Fund (Pivotal)-Foster Youth Education and Employment Services				
Line Item	Total Program Budget	Funding Request (detail how funds will be spent per line item)	STAFFING DETAILS	
Expense			general units - units funded partially	
			STAFFING DETAILS	
Direct Personnel Expense	Full Cost	Cost to this Contract	% Attributed this Contract	cost for these FTE
Manager Position	\$ 92,400	\$ 92,400	1.00	\$ 92,400
Analyst Position	\$ 63,600	\$ 15,900	0.25	\$ 15,900
VP of Programming	\$ 125,000	\$ 22,500	0.18	\$ 22,500
Coach Position	\$ 53,000	\$ 53,000	1.00	\$ 53,000
STEM Instructor	\$ 2,000	\$ 2,000	1.00	\$ 2,000
Stipends to Interns	\$ 4,000	\$ 4,000	1.00	\$ 4,000
STEM Site Support	\$ 2,000	\$ 2,000	1.00	\$ 2,000
STEM-Intern Support-Employer Recruitment	\$ 55,000	\$ 8,250	0.15	\$ 8,250
subtotal personnel	\$ 397,000	\$ 200,050	5.58	\$ 200,050
Operating Expenses				
Supplies	\$ 5,156	\$ 4,354		
Rent	\$ 45,174	\$ 36,000		
STEM Site	\$ 1,000			
Staff Training and Expenses	\$ 11,704			
Equipment/IT	\$ 4,680			
subtotal operating expenses	\$ 67,714	\$ 40,354		
Admin Expense				
Administrative expense <i>(note: costs are pooled and allocation to sites; not allocated to sites by admin overhead and accounting)</i>	\$ -	\$ -		
subtotal admin expense	\$ -	\$ -		
Total Expenses	\$ 464,714	\$ 240,404		