

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND PIVOTAL CONNECTIONS**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Pivotal Connections, 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 educational case management services for children in foster care or emergency shelter care under the supervision of the County Human Services Agency on September 25, 2018 for a total obligation not to exceed \$240,404; and

WHEREAS, the parties amended the Agreement on September 4, 2019 to increase the amount by \$240,404 for a new total amount not to exceed \$480,808 with an amended term of September 1, 2018 through August 31, 2020; and

WHEREAS, the parties wish to amend the Agreement to add \$240,404 for a new total amount of \$721,212 and extend the term one year for an amended term of September 1, 2018 through August 31, 2021.

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:

Exhibit A – Services

Exhibit B – Payments and Rates

Revised Exhibit B1 (July 2020) – Budget

Exhibit C – Performance Measures and Reporting

Exhibit D – Child Abuse Prevention and Reporting

Exhibit E – Fingerprinting Certification Form

Attachment 1 – § 504 Compliance

2. 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 (July 2020), 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.

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 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 (July 2020). 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 SEVEN HUNDRED, TWENTY-ONE THOUSAND, TWO HUNDRED AND TWELVE DOLLARS (\$721,212). 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.

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 September 1, 2018 through August 31, 2021.

5. Section 17. Notices of the Agreement is amended to read as follows:

In the case of County, to:

Name/Title: Amy Yun, Human Services Manager
Address: 1 Davis Drive, Belmont, CA, 94002
Telephone: (650) 802-6513
E-mail: ayun@smcgov.org

In the case of Contractor, to:

Name/Title: Elise Cutini, Chief Executive Officer
Address: 75 E Santa Clara, Suite 1450, San Jose, CA 95113
Telephone: (408) 484-6200
E-mail: elise.cutini@pivotalnow.org

6. **Exhibit A, I. General Description of Services and Target Population** is amended to read as follows:

Contractor will provide strength-based, in-home, educational case management to current foster youth in grades 9 through 12 residing in San Mateo County and/or Santa Clara County, designated by San Mateo County staff. Contractor will also provide educational case management to first year college students who received contractor services in their 12th grade and/or first year college students receiving the Pivotal Scholarship.

7. **Exhibit A, II. Meeting Locations:** is amended to read as follows:

Staff will engage youth and their families, and caregivers, through monthly face-to-face meetings in their homes (or previously agreed upon safe meeting spaces or previously agreed upon safe other means, such as video conferencing) and communities whenever possible. Staff will engage social workers via email and occasional in-person meetings.

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

- A. Contractor will receive referrals from San Mateo County's Children and Family Services (CFS) staff and, in the summer for rising 9th graders, from StarVista, a FYEESP partner.

9. **Exhibit A, V. STEM** is removed in its entirety

10. **Exhibit A, V. Engagement** paragraph A is amended to read as follows:

- A. Contractor will engage youth, their families, and caregivers, through regular face-to-face meetings in their homes and communities (or previously agreed upon safe meeting spaces or previously agreed upon safe other means such as video conferencing) based on the youth/caregiver's choice. Contractor will engage social workers primarily via email and occasional in-person meetings.

11. **Exhibit A, VII. POST SECONDARY SUPPORT** is added as follows:

- A. Students frequently struggle in adapting to their transition to post-secondary studies, as they face heightened expectations and new environments. To alleviate the impact of this transition, Contractor will work with college students in their first year of post-secondary studies if they participated in the high school program with Contractor and/or are a recipient of the Pivotal Scholarship.
1. Contractor will provide academic coaching to the post-secondary students, including regular check-ins conducted in person or virtually.
 2. Contractor will ensure the students are connected to campus support services such as EOP/EOPS, financial aid office, disability office as applicable, etc.

3. Contractor will assess students' ability to sustain "Success Skills" such as understanding records, communication and self-advocacy skills, and accessing resources, then Contractor will provide specific intervention to improve these areas as needed.
4. Success Skills will be assessed in the fall and spring to track progress and development.
5. Contractor will set goals related to Success Skills development with youth in the fall and assess progress toward these goals in the spring.

12. 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 (July 2020). County will pay Contractor upon receipt and approval of detailed invoices. Invoices shall be sent electronically to the CFS Contract Manager (Ayun@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org).

13. 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 (July 2020) and across fiscal years to meet its project goals as agreed upon by both parties and as approved in writing by the County.

14. Exhibit B, Paragraph 8 is removed in its entirety.

15. 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 (Ayun@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org)

16. In Exhibit C, **Table 1** is replaced with **Revised Table 1 (July 2020)** and is attached hereto.

17. Original Exhibit B1 is replaced with **Revised Exhibit B1 (July 2020)** and is attached hereto.

18. All other terms and conditions of the Agreement dated September 4, 2018 and amended on September 17, 2019 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 Connections

DocuSigned by:
Elise Cutini
6043EF5180C1476...

8/19/2020 | 8:17 AM 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 (July 2020)

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.	90%
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%
Students who finish their first year and remain enrolled in their second year of college.	70%
Qualitative Indicators	Target
The number of unduplicated youths engaged who will receive educational case management services.	35-50
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.	90%

Revised Exhibit B1 (July 2020) – Budget

Line Item	Total Program Budget	Funding Request (detail how funds will be spent per line item)		
Expense			General limits - units funded	
			STAFFING DETAILS	
Direct Personnel Expense	Full Cost	Cost to this Contract	% Attributed to this Contract	Cost for these FTE
Manager Position	\$ 94,248	\$ 94,248	1.00	\$ 94,248
Analyst Position	\$ 64,208	\$ 16,052	0.25	\$ 16,052
VP of Programming	\$ 127,500	\$ 22,950	0.18	\$ 22,950
Coach Position - HS	\$ 54,000	\$ 54,000	1.00	\$ 54,000
Coach Position - PS	\$ 54,000	\$ 10,800	0.20	\$ 10,800
Stipends to Intern	\$ 2,000	\$ 2,000	1.00	\$ 2,000
subtotal personal	\$ 395,956.00	\$ 200,050	5.58	\$ 200,050
Operating Expenses				
Supplies	\$ 5,156	\$ 4,353		
Rent	\$ 45,174	\$ 36,000		
STEM Site	\$ 1,000			
Staff Training and Expenses	\$ 11,704			
Equipment/IT	\$ 4,680			
subtotal operating expenses	\$ 67,714			
Admin Expenses	\$ 135,428	\$ 40,353		
Administrative expense (note: costs are pooled and allocation to sites, not allocated to sites by admin overhead and accounting)				
subtotal admin expense				
Total Expenses	\$ 464,714	\$ 240,404		