Docusign Envelope ID: 7F16B96E-FC94-8CEB-82D4-BE22585512B2

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

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this date _____, 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, on October 18, 2022, the parties entered into an agreement ("Agreement") for a term of October 1, 2022 through September 30, 2025, for a total obligation amount of $800,010 to provide educational support services to San Mateo County foster youth in grades 9 through 12; and

WHEREAS, on June 10, 2025, the parties amended the Agreement ("First Amendment") to increase the term by 9 months for a new term of October 1, 2022 through June 30, 2026, and increase funding by $365,963 for a new total obligation amount of $1,165,973; and

WHEREAS, the parties wish to further amend the Agreement ("Second Amendment") to increase the term by 12 months for a new term of October 1, 2022 to June 30, 2027, increase funding by $407,713, for a new total obligation amount of $1,573,686, and to provide educational support services to K-12 to foster youth in San Mateo County.

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

1. Paragraph **3. Payments** is hereby 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 Exhibits A, C, D, and Attachments F, P and I, 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. Should County withhold payment for unacceptable work, the County will notify the contractor in writing of work that is unacceptable along with a corrective action plan. Contractor shall have

Docusign Envelope ID: 7F16B96E-FC94-8CEB-82D4-BE22585512B2

10 business days to respond to County. Failure to respond or correct work may result in disallowed costs. The County is not responsible for paying Contractor for services not performed within or outside the terms and conditions of the Agreement. Failure to respond and correct the work may also result in termination of the Agreement. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION FIVE HUNDRED SEVENTY-THREE THOUSAND SIX HUNDRED EIGHTY-SIX DOLLARS** ($1,573,686). 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.

2. Paragraph **4. Term** is hereby amended to read as follows:

   Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2022, through June 30, 2027.

3. Paragraph **17. Notices** for County is hereby amended to reflect the following:

   John Fong
   500 County Center, Floor 2, Redwood City, CA 94063
   650-802-3390
   JFong@smcgov.org

4. Exhibit A is hereby replaced in its entirety and is attached hereto.

5. Exhibit B, paragraph 1 is hereby amended to read as follows:

   Contractor will invoice County monthly for actual costs incurred for services shown in Exhibit A based on the amounts shown in Exhibit B1. Invoices are due by the 15th of each month following the prior month's service. Due to County fiscal year end close, invoices for services rendered in June are due by July 7. Invoices must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred including but not limited to timesheets, copies of bills and/or packing slips. Invoices are due electronically to HSA-CFScontracts@smcgov.org with a cc to Emilia Jones at Ejones@smcgov.org**.** Invoices shall be itemized and include, at a minimum, the following:

   - Vendor Address
   - HSA Administrative Address – **500 County Center, Floor 2, Redwood City, CA 94063**
   - Remit Payment Address
   - Agreement Number
   - Date of Service(s)

Docusign Envelope ID: 7F16B96E-FC94-8CEB-82D4-BE22585512B2

- Cost of Service (s)
- "See Attached" – if/when backup documentation or reports are provided in addition to the invoice.

6. Exhibit B1 is hereby amended to include the following budget for FY 2026-27:

Expense Type	Description	Full Cost	% Attributed to Contract	Annual
Personnel	Chief Executive Officer	$ 279,608	10%	$ 27,961
Personnel	Chief Financial & Operating Officer	$ 260,722	5%	$ 13,036
Personnel	Director, Program Partnerships	$ 161,449	30%	$ 48,435
Personnel	Director, Coaching	$ 157,421	30%	$ 47,226
Personnel	HS Coach Supervisor	$ 114,482	40%	$ 45,793
Personnel	HS Coach	$ 84,533	100%	$ 84,533
Personnel	Intern Manager	$ 64,921	15%	$ 9,738
Personnel	Intern Stipend	$ 2,000	100%	$ 2,000
Personnel	Program Enrollment Coordinator	$ 100,197	15%	$ 15,029
Personnel	Program Coordinator	$ 84,668	15%	$ 12,700
Personnel	Director, Data, Learning & Evaluation	$ 166,620	10%	$ 16,662
< see below >				
Materials and supplies	Youth Outreach	$ 3,000	100%	$ 3,000
Materials and supplies	Youth Enrichment Events	$ 4,282	100%	$ 4,282
Materials and supplies	Travel	$ 3,600	100%	$ 3,600
Equipment & Technology	Equipment & IT	$ 4,618	100%	$ 4,618
Consulting and professional services	Accounting Services	$ 60,000	10%	$ 6,000
Marketing and promotion				
Facility Costs	Rent	$ 48,000	4%	$ 1,920
Insurance				
Other items determined by applicant	Scholarship	$ 8,000	100%	$ 8,000
Other items determined by applicant				
EXPENSE SUBTOTAL				**$ 354,533**
Administration/overhead costs (less than 15 percent)	Administration / Overhead (15%)		15%	$ 53,180

Docusign Envelope ID: 7F16B96E-FC94-8CEB-82D4-BE22585512B2

TOTAL BUDGET				**$ 407,713**
Expense Type				
Personnel				$ 323,113
Administration/overhead costs (less than 15 percent)				$ 53,180
Materials and supplies				$ 10,882
Equipment & Technology				$ 4,618
Consulting and professional services				$ 6,000
Marketing and promotion				$ -
Facility Costs				$ 1,920
Insurance				$ -
Other items determined by applicant				$ 8,000
TOTAL				**$ 407,713**

7. Exhibit C paragraph II(B) is hereby amended to read as follows:

Contractor will email reports to HSA-CFScontracts@smcgov.org with a cc to Emilia Jones at Ejones@smcgov.org.

8. Exhibit C, Table 1, is hereby amended to include the following annual measures:

Community Impact Outcomes (K-8)	Annual Target
Percentage of students performing below grade level referred to County tutoring services	95%
Percentage of engaged youth who complete their annual goal plan.	85%
Percentage of current foster youth in grades K–8 receiving educational case management services will earn sufficient school credits to achieve grade-level advancement and remain on track for promotion to the next grade level, provided the contractor offers at least three-quarters of a full academic year of services.	85%

9. All other terms and conditions of the Agreement dated October 18, 2022, and its subsequent First Amendment dated June 10, 2025, between the County and Contractor shall remain in full force and effect.

Docusign Envelope ID: 7F16B96E-FC94-8CEB-82D4-BE22585512B2

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

Signed by: Matt Bell 4B1384E47A084C1...	5/11/2026	Matt Bell
Contractor Signature	Date	Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Docusign Envelope ID: 7F16B96E-FC94-8CEB-82D4-BE22585512B2

Exhibit A – Services (rev. March 2026)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1) **General Program Services and Population Served**
   a) Contractor will provide strength-based, educational case management to current San Mateo County foster youth (participants) in grades K through 12 residing in San Mateo County and/or Santa Clara County, or those eligible youth who have moved out of the area as designated by San Mateo County staff.
   b) Contractor's staff will engage participants 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. Contractor's staff will engage social workers via email, telephone and occasional in-person meetings.
2) **Intake and Assessment**
   a) Contractor will receive referrals from San Mateo County's Children and Family Services (CFS) staff and in the late spring referrals from other providers as identified by the County or CFS staff.
   b) Contractor will reach out to identified CFS social worker(s) and/or educational liaisons (San Mateo Office of Education) for initial case consultation and collaboration.
   c) CFS will request academic records from SMCOE and/or the youth's school (including transcripts, class schedule, individual education or 504 plan, attendance records, name and contact information of ERH, etc.) and deliver to contractor at the time of the initial referral.
   d) Contractor will review academic records (as outlined in c above) within 10 days of receipt to determine the academic challenges for each student.
   e) Contractor will assess each high school student's ability to sustain essential "Success Skills", such as organizational habits, study habits, and test taking skills, then Contractor will provide specific intervention to improve these areas as needed.
   f) Contractor will assess each student's current academic functioning and provide age-appropriate resources and support to address needs.
   g) Each student will be assessed within 60 days of coaching to track progress and development.
3) **Matriculation Planning, Coaching and Support**
   a) Contractor will engage the youth and caregiver in a collaborative goal setting process.
   b) Based on the results of the academic records review, Contractor will contact and schedule to meet with the youth and caregiver within two weeks of the academic records review to discuss challenges, strengths, and goal setting.
   c) Contractor will then develop the academic plan based on the academic records review, youth and caregiver's input and set academic goals with the input from the caregiver(s), Ed Liaison, and/or other school personnel.
   d) Contractor will facilitate the implementation of each student's academic plan.

Docusign Envelope ID: 7F16B96E-FC94-8CEB-82D4-BE22585512B2

e) Contractor will encourage high school youth to meet with their academic counselors to develop a graduation plan, and at least once per year to review the plan. During the ninth grade, the meeting should occur within the fall semester to develop a graduation plan.
f) Contractor will work with the SMCOE Education Liaisons to coordinate new academic planning within 30 days of notifying County of school change.
g) For high school and 6-8 grade youth, Contractor will monitor the youth's progress through regular check-ins, no less than twice per month.
h) For K-5 grade youth, provider will check in with youth and caregiver at least once per month.
i) Providing that the school uses an online portal for student communication, the Contractor will help each youth and caregiver, as appropriate, create an account to access their school's online portal. In addition, Contractor will teach the youth and caregiver, as appropriate, how to use the portal to monitor their progress and grades on a regular basis.
j) Contractor will provide intensive support, regular follow-up, and reminders for youth that do not maintain a GPA of 2.0 or better. Contractor will hold youth accountable for monitoring their own work.
k) Contractor will refer any youth (K–12) who is not maintaining satisfactory academic progress (including earning below a grade of "C" in applicable courses or failing any class) to the County for tutoring services.
l) Contractor will monitor the youth's academic progress, graduation requirements, and monitor grades through review of academic records provided bySan Mateo County Children & Family Services as requested, andat the end of each semester when the academic records are available.
m) Contractor will provide the youth with additional referrals as needed to support plans and skill development.
n) Contractor will help high school youth explore and search for college or post-high school vocational education programs via online searches and virtual or on-site tours. Contractor will offer two sessions per year involved with post-high school college or vocational education. College tours will be coordinated with the college's foster youth support programs so the high school youth will have a chance to interact with foster youth that are currently attending college.
o) Contractor will assist tenth and eleventh graders with registering for standardized test such as the Pre-Scholastic Aptitude Test (PSAT), Scholastic Aptitude Test (SAT), and the American College Test (ACT) as necessary.

4) Engagement

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 and phone), based on the youth/caregiver's choice.

Docusign Envelope ID: 7F16B96E-FC94-8CEB-82D4-BE22585512B2

b) Contractor will engage social workers primarily via email, telephone, and occasional in-person meetings.
c) Contractor will communicate with the caregiver to explain services, determine the best manner to reach the youth, and to initiate contact and begin building rapport with the youth.
d) Contractor will determine ongoing meeting frequency based on each individual youth's need.
e) Contractor must make services available when youth are not in school.
f) Contractor will reach out to non-engaged youth monthly and shall document all engagement efforts. These efforts will include outreach to the participant's social worker, CFS ILP team, and caretaker(s). These outreach efforts will be documented in case notes and the monthly report.
g) Contractor will document services provided in the Contractor's secure database and will provide monthly reports on efforts and engagement.

5) Case Coordination

a) Contractor will work closely with CFS staff, Educational Liaisons, families, and other community agencies to ensure youth receive services that address their individualized needs and identified goals.
b) Contractor will communicate regularly with the assigned social worker and meet regularly with CFS staff and the Multi-Disciplinary Team to ensure services are effective and specific for each youth.
c) Contractor will attend meetings with CFS and other Educational and Employment Services staff or providers to discuss case and services coordination.
d) Contractor will participate in annual transitional conferences starting with the transition between ninth and tenth grade. Transitional meetings may become more regular as the youth nears the twelfth grade. All transitional meetings will be coordinated with County staff and the Independent Living Program (ILP). CFS will ensure that Contractor has the schedule for meetings regarding youth engaged in Contractor programs.
e) Contractor will provide status reports to the assigned CFS social worker at a minimum of bi-monthly, including updates on youth and caregiver engagement, identified educational needs, activities conducted to address identified educational needs, and progress made towards the youth's academic plan.

6) Transitional Services

a) In instances where the child has reunited (reunified) with his/her family or been adopted, services for the engaged child will continue through the end of the current academic year with approval from the family.
b) In instances where the child has been placed in another county, services for the engaged child will continue virtually through the end of the current academic year with a focus on ensuring the child is connected to any available services in the county where they reside.

Docusign Envelope ID: 7F16B96E-FC94-8CEB-82D4-BE22585512B2

c) For young people that remain engaged in services with Pivotal through the Pivotal Post-Secondary program during post-secondary education, Contractor will collaborate with CFS ILP team as necessary to support the young person.

7) Staffing

a) Contractor's staff will provide culturally sensitive and responsive services to meet the needs of each child, and offer a robust array of best practices, innovative approaches, and expertise in serving foster youth.

b) Services will be delivered through a trauma-informed approach. Guidance on this approach can be found here: https://www.smchealth.org/sites/main/files/fileattachments/becomingtraumainformedinsmc_narr.pdf.

8) Case Records

a) Contractor will keep well maintained digital files for every referred youth with progress reports and assessment scores.

b) Contractor's digital files will be maintained with up-to-date and accurate case records.

c) Contractor will make digital case files available to County at any time.

9) Data Collection:

a) Contractor will be responsible for maintaining a database system(s) that incorporates data collection to report on the outcome measures and reporting requirements. This system will demonstrate outcomes, be able to measure the impact of Contractor's services, show impact and effectiveness, and provide data to present to the Board of Supervisors and other community members. Protected or personally identifiable information collected will be governed by Attachment P.

10) Additional Requirements:

a) Contractor shall conduct LiveScan fingerprinting, Background Checks & License Verification requirements for all of Contractor's staff, interns, and volunteers who perform services under this Agreement and come in direct contact with youth.

b) Contractor will have a process in place for receiving, assessing, and addressing criminal records. Contractor will submit to CFS, upon execution of this Agreement, a copy of the organization's fingerprinting policies and procedures. Contractor will report any background violations to the CFS Program Manager Emilia Jones Lewis.

c) Contractor, its staff, interns, or volunteers are required to report any known or suspected neglect, abuse, or violation that involves a child to San Mateo County Children and Family Services as soon as they learn of the incident. Notwithstanding Section V. A (Intake) of this Agreement, failure to report any such incident may result in immediate termination of this Agreement. Contractor shall report all known or suspected instance(s) of abuse to the Contact listed in Section 17 (Notices) of the Agreement and the Child Abuse and Neglect Hotline: 1-800-632-4615.

Docusign Envelope ID: 7F16B96E-FC94-8CEB-82D4-BE22585512B2

d) Contractor will participate in annual reviews upon request by County. Reviews may be conducted to understand the quality of services provided to participants. Upon the request of the County either before or during the review, Contractor will submit documents including, but not limited to, accounting information, annual report, client lists, policies and procedures.
e) Contractor will provide additional related services upon request by County as agreed by both parties as along as it does not exceed the total obligation amount.