

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND SILICON VALLEY CHILDREN'S
FUND**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and 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 for educational case management services for foster youth on March 29, 2016 in an amount not to exceed \$300,000 for the term of March 29, 2016 through June 30, 2017; and

WHEREAS, on June 27, 2017 the parties amended the Agreement to extend the term to June 30, 2018 and increased funding by \$206,000 for a new maximum amount not to exceed \$506,000; and

WHEREAS, the parties wish to further amend the Agreement to extend the term by two months to August 31, 2018, and increase funds by \$34,441 for a total obligation not to exceed \$540,441 to continue case management services for foster youth.

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

1) Paragraph 1: Exhibits and Attachments is hereby amended to read as follows:

Exhibit A (revised 6/2017) - Scope of Work

Exhibit B (revised 6/2018) - Payments

Exhibit B1 (revised 6/2018) - Budget

Exhibit C (revised 6/2017) - Program Monitoring and Outcomes

Exhibit D - Child Abuse Reporting Requirement

Exhibit E - Fingerprinting Certification

Attachment I - 504 Compliance

Attachment P - Personally Identifiable Information

2) Paragraph 2: Services is hereby amended to read as follows:

In consideration of the payments set forth in this Agreement and in **Exhibit B (revised 6/2017)** and **B1 (revised 6/2018)**, Contractor shall perform services for County in

accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A (revised 6/2017), C (revised 6/2017) and D and Attachment P.

3) **Paragraph 3: Payments** of the Agreement is amended to read as follows:

In consideration of services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and Exhibits A (6/2017), C (revised 6/2017) and D and Attachment P, County shall make payment to Contractor based on the rates and in the manner specified in **Exhibits B (revised 6/2018) and B1 (revised 6/2018)**. 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 **FIVE HUNDRED FORTY THOUSAND FOUR HUNDRED FORTY ONE DOLLARS** (\$540,441). 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.

4) **Paragraph 4: Term** of the Agreement is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 29, 2016 through **August 30, 2018**.

5) **Exhibit B (revised 6/2018)** replaces original Exhibit B (revised 6/2017) in its entirety and is attached hereto.

6) **Exhibit B1 (revised 6/2018)** replaces original Exhibit B1 (revised 6/2017) in its entirety and is attached hereto.

7) All other terms and conditions of the Agreement dated March 29, 2016, and subsequent Amendments, 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: SILICON VALLEY CHILDREN'S FUND

Elise Cutini
Contractor Signature

5-16-18
Date

ELISE CUTINI
Contractor Name (please print)

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Exhibit B (revised 6/2018) – Payment Schedule

Silicon Valley Children's Fund
Foster Youth Education Services
March 29, 2016 – August 31, 2018

In consideration of the services provided by the Contractor pursuant to this Agreement and subject to the provisions in Exhibit A, County will pay Contractor in the manner described below, unless otherwise specifically authorized by the Children and Family Services Director or his designee:

General Payment Terms

1. County shall have the right to modify or add related services to meet its project goals as agreed upon by both parties as long as it does not exceed the total contract obligation.
2. County shall have the option to adjust funds across line items as shown in Exhibit B1 (revised 6/2018) and across fiscal years to meet its project goals as agreed upon by both parties and as approved in writing by the County.
3. County may withhold all or part of Contractor's total payment if the Director of Children and Family Services or his designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A (revised 6/2017) and Section 3 of the Agreement. County will consider Contractor's performance as being satisfactory for the purposes of full payment if Contractor meets at least 90% of each of the targeted outcomes as outlined in Program Monitoring Exhibit C (revised 6/2017). If the Contractor does not meet at least 90% of each of the targeted outcomes as outlined in Program Monitoring Exhibit C (revised 6/2017), County may consider the work unsatisfactory and may withhold all or part of Contractor's total payment.
4. If the County determines to withhold payment due to non-performance, or services not in compliance with the terms and conditions of the Agreement, County will issue a corrective action plan. The corrective action plan will outline how to correct services and the Contractor shall respond to the plan within 10 business days.
5. All services performed by Contractor must support work shown in Exhibit A. Services performed not in compliance with the Agreement may be deemed as disallowed costs. The County is not responsible for making payments for services not in compliance with the Agreement.

Method and Rate of Payments

6. For the period of March 29, 2016 through June 30, 2018 the County is in the process of finalizing payments for any outstanding invoices and will have met its financial obligations in full to the Contractor for a total obligation not to exceed \$506,000.
7. For the extended period of July 1, 2018 through August 31, 2018, County shall pay Contractor monthly for actual costs incurred based on the budget in Exhibit B1 (revised 6/2018) upon receipt and approval of itemized invoices.

8. Invoices shall be emailed to the CFS Contract Manager (JLindner@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org).
9. County shall pay Contractor upon receipt and approval of invoices.
10. In no event shall services, taxes, and fees exceed the total Agreement obligation of **FIVE HUNDRED FORTY THOUSAND AND FOUR HUNDRED FORTY ONE DOLLARS** (\$540,441) for the term of the Agreement.

Exhibit B1 (revised 6/2018) – Budget

Silicon Valley Children's Fund
Foster Youth Education Services
March 29, 2016 – August 31, 2018

Expenses for Fiscal Year 2017-18			STAFFING DETAILS
Direct Personnel Expense	Full Cost	Cost to this Contract	% Attributed this Contract
Executive Director (0.05 FTE)	\$ 162,000		
Business Manager (0.05 FTE)	\$ 65,000		
Marketing Manager (0.05 FTE)	\$ 77,500	\$ 3,875	0.1
Data Analyst (0.2 FTE)	\$ 89,250	\$ 17,850	0.2
High School Pathways Program Director (0.5 FTE)	\$ 97,300	\$ 48,650	0.5
High School Pathways Program Coordinator (0.8 FTE)	\$ 87,150	\$ 69,720	0.8
Academic Coach (1.0 FTE)	\$ 50,000	\$ 50,000	1.0
Intern Stipends (0.8 FTE)	\$ 5,000	\$ 4,000	0.8
Benefits (Direct Labor)	\$ 125,640	\$ 11,905	
subtotal personnel	\$ 758,840	\$ 206,000	
Operating Expenses			
Supplies	\$ 1,200	\$ -	
Rent	\$ 24,000	\$ -	
Utilities	\$ -	\$ -	
Phones	\$ -	\$ -	
Mileage Reimbursement	\$ 7,500	\$ -	
Materials / Printing	\$ 500	\$ -	
Equipment	\$ 1,000	\$ -	
Training	\$ 2,290	\$ -	
Miscellaneous	\$ 5,300	\$ -	
Outside Svcs/Clean & Supp	\$ -	\$ -	
subtotal operating expenses	\$ 41,790	\$ -	
Admin Expense			
Administrative expense <i>(note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)</i>	\$ -	\$ -	
subtotal admin expense	\$ -	\$ -	
Total Expenses	\$ 800,630	\$ 206,000	

Exhibit B1 (revised 6/2018) – Budget (continued)

Silicon Valley Children's Fund
Foster Youth Education Services
March 29, 2016 – August 31, 2018

Expenses for July 1 - Aug 31, 2018			STAFFING DETAILS
Direct Personnel Expense	Full Cost	Cost to this Amendment	% Attributed this Contract
Accounting Manager/HR (.05)	492		0.00
Marketing Communications Manager (.10)	1,625		0.00
Data Analyst (.2)	2,917	\$ 2,917	1.00
VP of Education Services (.35)	6,417	\$ 2,438	0.38
SMC Program Manager (1.0)	14,667	\$ 14,667	1.00
SMC Program Coordinator & Coach (1.0)	8,500	\$ 8,500	1.00
SMC Intern Stipends (2 interns @ .4FTE)		\$ -	1.00
VP of Career Services (.15)	1,750	\$ 665	0.38
Benefits (Direct Labor) (18%)	6,546	\$ 5,254	0.80
subtotal personnel	\$ 42,914	\$ 34,441	
Operating Expenses			
Supplies	\$ 890	\$ -	
STEM Instructor (contractor)	\$ 333	\$ -	
Rent	\$ 4,400	\$ -	
Utilities	\$ -	\$ -	
Phones	\$ -	\$ -	
Mileage Reimbursement	\$ 1,667	\$ -	
Materials / Printing	\$ 250	\$ -	
Equipment	\$ 667	\$ -	
Professional Development Youth Wages (20 hours per youth @ \$15/hr)	\$ 500	\$ -	
Miscellaneous	\$ 917	\$ -	
Outside Svcs/Clean & Supp	\$ -	\$ -	
subtotal operating expenses	\$ 9,624	\$ -	
Admin Expense			
Administrative expense <i>(note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)</i>	\$ -	\$ -	
subtotal admin expense	\$ -	\$ -	
Total Expenses	\$ 52,538	\$ 34,441	

(End of Exhibit B1)