

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO COUNTY OFFICE OF EDUCATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo County Office of Education, 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; and

WHEREAS, the parties wish to amend the Agreement to add funds in the amount of \$210,058 and extend the term of the agreement by one year.

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

1. 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 Exhibit B and B1. 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 SIX HUNDRED THIRTY THOUSAND ONE HUNDRED AND SEVENTY-FOUR DOLLARS (\$630,174). 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. 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 August 20, 2018 through August 19, 2021.

3. Section 17. Notices of the Agreement in regard to the contact information in the case of County is amended to read as follows:

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

4. Exhibit A, **1. Education & Case Management**, subsection a. is amended to read as follows:

- a. Coordinate educational plans and case management services for students served in the County shelter/foster care system that also attend a school within San Mateo County and are designated in Tier 1, 2, or 3 of the Educational Liaison Tiered Supports listed below.

5. Exhibit A, **2. Communications and Reporting**, subsection b. and e. are amended to read as follows:

- b. Provide complete academic reports for all County shelter/foster care students who attend school in San Mateo County. These reports will be provided by January 31st, March 31st and July 15th of each calendar year for the K-8 and 9th – 11th population. Reports for seniors will be provided by November 15th, January 31st, and July 15th of each calendar year.
- e. Participate in and provide summary report for all SMC foster youth as requested for joint meetings of representatives of the San Mateo County Human Services Agency and all San Mateo County schools that serve San Mateo County Foster Youth.

6. Exhibit A, **4. Educational Liaison Tiered Supports**, subsection a. is amended to read as follows:

Contractor shall provide supportive services for foster youth based on the following tiers.

- a. Tier 1- Students academically and behaviorally on track
1. School enrollment
 2. Monitor progress reports, attendance, discipline, grades and California Assessment of Student Performance and Progress (CAASP) scores

3. Request a Student Study Team (SST) for all new Foster Youth
4. Data sharing (especially between middle and high schools)

7. Exhibit B, subsection **1. Invoices** is amended to read as follows:

Invoices

- A. Contractor shall invoice the County for actual costs incurred based on the budget in Exhibit B1 in two installments for each Fiscal Year of the Agreement. The first installment of each fiscal year will be January 1st and the second installment will be June 30th.
- B. Contractor will email invoices to the CFS contract manager (ayun@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org)

8. Exhibit B, subsection **3. Total Agreement** is removed for this Agreement in its entirety

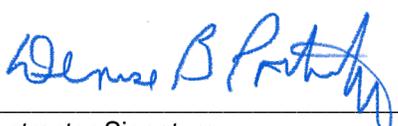
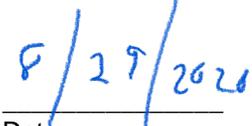
9. Exhibit B1 is replaced in its entirety with Exhibit B1 (revised 7/2020) and is attached hereto.

10. Exhibit C is replaced in its entirety with Exhibit C (revised 7/2020) and is attached hereto.

11. **All other terms and conditions of the Agreement dated September 25, 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: **San Mateo County Office of Education**

		Denise Porterfield
_____ 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 B1 - Budget

Below is the cost breakdown for FY 2018-19, FY 2019-20, and FY 2020-21. Contractor shall not exceed \$210,058 for each year of the Agreement. The total Agreement shall not exceed \$630,174.

Expense			general units - units funded partially or wholly via the funding requested under this contract	
			STAFFING DETAILS	
Direct Personnel Expense	Full Cost	Cost to this Contract per FY	% Attributed this Contract	cost for these FTE
Foster Youth Liaison	\$139,648	\$139,648	1.0	\$139,648
Foster Youth Liaison	\$139,648	\$45,360	0.3	\$45,360
Foster Youth Liaison	\$139,648	\$0	0.0	\$0
subtotal personnel	\$418,944	\$185,008	1.30	\$185,008
Operating Expenses				
Supplies	\$20,000	\$0		
Rent	\$0	\$0		
Utilities	\$0	\$0		
Phones	\$0	\$0		
Mileage Reimbursement	\$4,643	\$0		
Materials / Printing	\$0	\$0		
Equipment	\$0	\$0		
Training	\$20,000	\$0		
Miscellaneous	\$0	\$0		
Outside Svcs/Clean & Supp	\$0	\$0		
subtotal operating expenses	\$44,643	\$0		
Admin Expense				
Administrative expense <i>(note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)</i>	\$62,769	\$25,050		
subtotal admin expense	\$62,769	\$25,050		
Total Expenses	\$526,356	\$210,058		

Exhibit C (revised 7/2020) – Performance and Reporting

Pursuant to all terms and conditions of the Agreement and services described in Exhibit A, Contractor agrees to meet, and provide a report for, the following measures and outcomes.

Measure	Number/Percentage
Percentage of known expulsion and manifestation determination hearings attended.	100%
The number of IEP meetings for Tier 3 Students attended.	100%
The number of case consultations provided for Tier 2 and 3 students.	100%
Percentage students referred to receive free lunch.	100%
Percentage of foster youths' Health and Education Passports up-to-date/current.	100%
Percentage of NYTD (National Youth in Transition Database) reports entered before the designated deadline for students in K-12 grades.	100%
Participate in select Children and Family Services Unit Meetings in the Fall semester.	100%
Report on the number of Child and Family Teaming meetings attended.	35

Outcomes	FY 2019-20 Actual	FY 2020-21 Projected
Reduction in the average number of school days lost in transferring schools upon entering foster care.	1.25 days	1.21 days
Percent of Foster Youth provided support for high school students to ensure the attainment of a High School Diploma, High School Equivalency Certificate and/ or Certificate of Completion at a rate that surpasses the foster youth State average graduation rate (58%).	88%	90%

- A. Contractor will email quarterly report to the Children and Family Services (CFS) contract manager (AYun@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org).

- B. Contractor's Education Liaisons shall meet with the County quarterly and discuss the progress of each performance area.
- C. Contractor must meet 90% of all targeted outcomes.

Certificate Of Completion

Envelope Id: 8674E9F72DA2493B9368FF43655D6235	Status: Delivered
Subject: Please DocuSign: San Mateo County Office of Education - Education Liaison Services_agreement_PE...	
Source Envelope:	
Document Pages: 7	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sherman Gee
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 County Ctr
	Redwood City, CA 94063-1662
	sgee@smcgov.org
	IP Address: 204.114.51.4

Record Tracking

Status: Original	Holder: Sherman Gee	Location: DocuSign
8/20/2020 4:33:40 PM	sgee@smcgov.org	

Signer Events

Signature	Timestamp
Denise Porterfield	Sent: 8/20/2020 4:40:33 PM
dporterfield@smcoe.org	Resent: 8/24/2020 12:22:26 PM
Security Level: Email, Account Authentication (None)	Resent: 8/24/2020 12:22:32 PM
	Resent: 8/28/2020 10:10:09 AM
	Viewed: 8/28/2020 6:24:37 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events

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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
Amy Yun	Sent: 8/20/2020 4:40:33 PM
ayun@smcgov.org	
Security Level: Email, Account Authentication (None)	

COPIED

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature	Timestamp
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Notary Events

Signature	Timestamp
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Envelope Summary Events

Status	Timestamps
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Certified Delivered	8/28/2020 6:24:37 PM

Payment Events

Status	Timestamps
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Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact Carasoft OBO County of San Mateo:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevanderson@pacbell.net

To advise Carasoft OBO County of San Mateo of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevanderson@pacbell.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Carasoft OBO County of San Mateo

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevanderson@pacbell.net and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- Until or unless I notify Carasoft OBO County of San Mateo as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carasoft OBO County of San Mateo during the course of my relationship with you.