AN AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SILICON VALLEY COMMUNITY FOUNDATION

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of

_____, 20____, by and between the COUNTY OF SAN MATEO,

hereinafter called "County," and SILICON VALLEY COMMUNITY FOUNDATION

(SVCF), hereinafter called "Contractor";

$\underline{W} | \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

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, it is necessary and desirable that Contractor be retained for the purpose of Fostering the Future Program (FTF).

WHEREAS, on October 23, 2007, the County Manager approved an Agreement Number 74200-08-C144 in the amount of \$82,904 for the term August 15, 2007 through June 30, 2010, wherein SVCF agreed to provide a Project Manager for the Fostering the Future Program, a program that provides services to current and post emancipated foster youth and kinship care youth; and

WHEREAS, the parties wish to enter into an Amendment to add funds in the amount of \$114,665 for enhanced services aimed at post emancipated youth in the Transitional Housing Placement Plus Program (THP-Plus) for FY 2007-08 only for a new total obligation of \$197,569 and the term remains the same.

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

1. Paragraph 3 ("Payments") is hereby amended and restated in its entirety as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." 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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED SIXTY NINE DOLLARS** (\$197,569).

- 2. Exhibit A2 is hereby added and attached, incorporated by reference herein
- 3. Exhibit B1 is hereby added and attached, incorporated by reference herein
- 4. All other terms and conditions of the Agreement dated October 23, 2007 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By:_____ Adrienne J. Tissier, President Board of Supervisors,

Date:_____

ATTEST:

By:_____ Clerk of Said Board

SILICON VALLEY COMMUNITY FOUNDATION Eleanor Clements Glass

Contractor's Signature

Date:_____

Exhibit A2

Scope of Work August 15, 2007 through June 30, 2010

In addition to the current scope of work, Contractor will provide, to the satisfaction of the Director of Children and Family Services (CFS) or her designee, the following services for post emancipated youth in the THP-Plus Program for FY 2007-08 only:

Asset Coaching

 Asset coaches help post emancipated youth build a strong base of educational and developmental assets by pulling on their strengths and talents while development skills and connections with community.

Housing Advocacy

- Provide housing advocates who work with the youth on a variety of housing issues that range from determining how much the youth can afford to pay for housing, to what sort of housing best suits the youth's needs, to roommate struggles.
- Teach a fairly in-depth housing-skills program as part of ILP.

Legal Advocacy

 Remove barriers to success by helping the young people address a wide range of legal issues. Those issues include, but are not limited to, consumer law, immigration law, educational rights, Medi-Cal, public benefits and housing issues.

Youth Financial Independence (Y-FI)

- 1. Support the Y-FI program by
- Providing expertise on the Y-FI management and implementation teams
- Participating fully in evaluation and research processes
- Monitoring and leading the accountability process
- 2. Provide financial support
- Provide a grant to cover program operating costs to cover enrollment and maintenance costs. The one-time enrollment cost per youth is \$390. This fee includes oversight of the savings fund, reports, paperwork, etc. for the 2-year period.
- Provide a grant to provide matching funds.

Exhibit B1

Payment Schedule August 15, 2007 through June 30, 2010

In consideration of the services provided by the Contractor pursuant to his Agreement and subject to the provisions of paragraph 3 of this Agreement herein, County shall pay Contractor in the manner described below for services described in Exhibit A2, unless otherwise specifically authorized by the Children and Family Services Director or her designee:

 Contractor shall submit a one-time invoice with names of youth served based on the budget described below. The following costs represent the portion of the program costs for post emancipated youth in the THP-Plus Program for FY 2007-08

Asset Coaching	\$ 6,448
Housing Advocate	\$60,000
Legal Advocate	\$16,900
Y-FI matching funds	\$21,450
YFI operating costs	<u>\$ 9,867</u>

TOTAL \$114,665

- 2. Payment for services described in Exhibit A2 shall not exceed **ONE HUNDRED** FOURTEEN THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS (\$114,665) for FY 2007-08.
- 3. In no event shall the total exceed ONE HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED SIXTY NINE DOLLARS (\$197,569) for the term of the Agreement.
- 4. Invoices shall be sent to: Ellen Bucci, Human Services Manager, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002. Payments shall be made within 30 days upon receipt of Contractor's invoice.
- 5. All payments under this Agreement must directly support services specified in this Agreement.
- 6. Provision of services is subject to availability of State funds and acceptable program performance. In the event that the County does not receive the adequate funding from the State, the contract may be re-negotiated and/or rescinded.
- 7. County may withhold all or part of Contractor's total payment if the Director of Children and Family Services or her designee determines reasonably that Contractor has not satisfactorily performed the services described in Exhibit A2.

- 8. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- 9. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.