

# FIRST AMENDMENT TO AN AGREEMENT BETWEEN

#### **COUNTY OF SAN MATEO**

### AND

### PENINSULA COMMUNITY FOUNDATION

For the Period of

OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2004

**Agency Contact Person:** 

Mary Ann Tse Regional Program Manager Human Services Agency 650.802.5115

#### Reference:

Omnibus Budget Reconciliation Act of 1993 Promoting Safe and Stable Families Program Temporary Assistance for Needy Families Program

### FIRST AMENDMENT TO THE AGREEMENT WITH PENINSULA COMMUNITY FOUNDATION

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into on this day \_\_\_\_\_\_ of \_\_\_\_ of \_\_\_\_ 2003, by and between the COUNTY OF SAN MATEO, hereinafter-called "County", and the PENINSULA COMMUNITY FOUNDATION hereinafter called "Contractor"

#### WITNESSETH:

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/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services for Human Services Agency, Children and Family Services, hereinafter described, of Promoting Safe and Stable Families Planning and Temporary Assistance for Needy Families Funds in accordance with:

- 1. Federal Omnibus Reconciliation Act of 1993.
- 2. California Department of Social Services Promoting Safe and Stable Families Program and Temporary Assistance for Needy Families Program.

WHEREAS, the parties now wish to amend the Agreement to add \$749,744 and to extend the term of the Agreement to September 30, 2004.

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

- 1. Paragraph A of Section 4 Payments, is amended to read as follows:
  - A. Maximum Amount. In full consideration of Contractor's performance of the services described in Exhibit A-1, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION, THREE HUNDRED NINETY EIGHT THOUSAND, EIGHT HUNDRED THIRTY ONE DOLLARS (\$1,398,831) for the period October 1, 2002 through September 30, 2003.

Funding for the period October 1, 2003 through September 30, 2004 will be based upon the availability of state and federal funds.

- 2. Section 17 Interpretation and Enforcement is amended to read as follows: Interpretation and Enforcement
  - A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:
    - 2) In the case of Contractor, to:
      Peninsula Community Foundation
      Sterling K. Speirn, President
      1700 South El Camino Real, Suite 300
      San Mateo, CA 94402
      650.358.9369

### 3. Section 19 – Term of the Agreement is amended to read as follows:

#### Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement for Peninsula Community Foundation, the term of this Agreement shall be from October 1, 2001 through September 30, 2004. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time upon thirty (30) days' written notice to the other party.

# 4. Exhibit A-1 – Program Description for the term OCTOBER 1, 2002 – SEPTEMBER 30, 2004 is amended to read as follows:

The Peninsula Community Foundation (PCF) will serve as the fiscal sponsor for the Peninsula Partnership for Children, Youth and Families (PPCYF) and in that capacity, will accept the legal responsibility for this Agreement, sign all agreements and discharge the financial obligations on behalf of PPCYF, a coalition of public and private agencies and individuals.

In accordance with the three-year plan previously approved by the San Mateo County Board of Supervisors, Peninsula Community Foundation will distribute San Mateo County Promoting Safe and Stable Families (PSSF) Program funds and Temporary Assistance for Needy Families (TANF) Program funds in three installments to fiscal sponsors in nine local collaborative sites that will act as sub-contractors. The collaborative sites, which have been selected because they are home to a large number of children and families in need, are in Daly City, East Palo Alto, Half Moon Bay, Menlo Park, Pacifica, Pescadero, Redwood City, San Mateo and South San Francisco. Permission to sub-contract is attached as **Exhibit A-2**.

PCF will direct PPCYF to support and oversee the implementation of the PSSF and TANF programs in the collaborative sites and will abide by the regulations set forth by the California Department of Social Services (CDSS) for these programs. An outline of PPCYF's plan for program monitoring is attached as **EXHIBIT D**.

The collaborative sites will implement the PSSF and TANF programs as part of a broader three-year work plan to develop a comprehensive, integrated and community-based system of services and informal supports to help families meet the health, education, emotional, social and economic needs of their young children. Systems in each of the nine collaborative sites will focus on families and children from before birth through third grade and will seek to accomplish the outcomes of school readiness by kindergarten and academic success by third grade. In accordance with CDSS requirements, at least 30% of the total PSSF funds will be used by the 9 collaborative sites for Adoption Promotion and Support, and Time-Limited Family Reunification in Year Two (2) FY 2002-2003. At least 40% of the total PSSF funds will be used by the 9 collaborative sites for Adoption Promotion and Support, and Time-Limited Family Reunification in Year Three (3) FFY 2003-2004. In addition, each collaborative site will dedicate at least \$20,485 received from TANF funds in FY 2002-2003 to one or more of the TANF goals. A variety of family support and family preservation programs will be implemented in the collaborative sites to accomplish these outcomes.

In order to be eligible for the TANF funding in FFY 2002-2003, each collaborative site shall refine and finalize: (1) a plan and strategy for integrating the coordination and delivery of Promoting Safe and Stable Families services provided under this Agreement as an integral part of the local government and school district of each collaborative site; and (2) a financial sustainability plan, both of which meet the requirements of the County and PCF. In order to assist those collaborative sites that choose to develop the above-referenced plans, PCF shall, as part of this Agreement, provide consultative and technical assistance services to these collaborative sites.

### 5. Exhibit A-2 – Approval to Sub-Contract for the term OCTOBER 1, 2002 – SEPTEMBER 30, 2004 is amended to read as follows:

As specified in Paragraph 10B, written permission is given to the Peninsula Community Foundation to employ specific consultants and sub-contractors to carry out responsibilities pursuant to this Agreement. In doing so, the Peninsula Community Foundation will use approved forms, monitor the expenditure of the funds and the execution of the service. The Peninsula Community Foundation will further see that the consultants and sub-contractors adhere to all the terms and conditions required by the San Mateo County Human Services Agency as part of this Agreement including, but not limited to, insurance requirements and audit procedures.

Approval is given for the Peninsula Community Foundation to enter into agreements with the following sub-contractors to carry out the responsibilities of this Agreement:

- Cabrillo Unified School District
- City of Daly City for the Daly City Collaborative
- City of East Palo Alto for the East Palo Alto Collaborative
- City of Menlo Park for the Belle Haven/Menlo Park Collaborative
- City of Redwood City for the Redwood City Collaborative
- City of South San Francisco for the South San Francisco Collaborative
- Laguna Salada Union Elementary District for the Pacifica Collaborative
- La Honda-Pescadero Unified District for the South Coast Collaborative
- Redwood City Elementary District for the Redwood City Collaborative
- San Mateo-Foster City School District for the San Mateo Collaborative

as follows:	isdia I di enership Council ivientoership Dist (118 of 1/700/03) to read			
Rose Jacobs Gibson	Supervisor, San Mateo County Board of Supervisors, and Co-Chair, Peninsula Partnership for Children, Youth and Families			
Sterling Speirn	President, Peninsula Community Foundation, and Co-Chair, Peninsula Partnership for Children, Youth and Families			
Jeanine Asche	Manager, Youth, Family and Literacy Services, San Mateo County Library			
John Bayless	Superintendent, Cabrillo Unified School District			
Maureen Borland	Director, San Mateo County Human Services Agency			
Patricia Brown	Executive Director, Peninsula Conflict Resolution Center			
Corinne Centeno	Director, Redwood City Parks, Recreation and Community Services Department			
John Mehl	County Superintendent of Schools, County of San Mateo			
Carole Groom	Director of Community Relations, Mills-Peninsula Health Services			
John Maltbie	County Manager, County of San Mateo			
Eric McDonnell	Vice President/Director, Education Investments & Partnerships, The United Way of the Bay Area			
Kristen Perry	Executive Director, First 5 San Mateo County			
Jan Stokley	Executive Director, Child Care Coordinating Council of San Mateo County			
Margaret Taylor	Director, San Mateo County Health Services Agency			

City Manager, City of South San Francisco

Exhibit A-3 – Peninsula Partnership Council Membership List (As of 1//06/03) to read

6.

Michael Wilson

7. Exhibit B-1 – Payment Schedule for the term OCTOBER 1, 2002 – SEPTEMBER 30, 2004 is amended to read as follows:

### A. PROMOTING SAFE AND STABLE FAMILIES PROGRAM FUNDS (PSSF)

<u>DATE</u>	<u>PAYMENT</u>
March 1, 2003	\$ 188,459.67
May 1, 2003	\$ 188,459.67
July 1, 2003	<u>\$ 188,459.66</u>
TOTAL:	\$565,379.00

# B. TEMPORARY ASSISTANCE FOR NEEDY FAMILIES PROGRAM FUNDS (TANF)

<u>DATE</u>	<u>PAYMENT</u>			
March 1, 2003 May 1, 2003 July 1, 2003	\$ 61,455.00 \$ 61,455.00 \$ 61,455.00			
TOTAL:	\$184,365.00			
PSSF Funds:	\$565,379.00			
TANF Funds:	<u> 184,365.00</u>			
TOTAL FUNDS:	\$749,744.00			

- C. Total allocation of funds of \$749,744 is for the period October 1, 2002 through September 30, 2003 must be expended on or before September 30, 2003.
- D. An Amendment will be completed to specify funding and the payment schedule for FFY 2003-04 once CDSS distributes the PSSF allocation letter for that fiscal year.

# 8. Exhibit D – PROGRAM MONITORING for the term OCTOBER 1, 2002 through SEPTEMBER 30, 2004 is hereby amended to read as follows:

The Peninsula Community Foundation (PCF) will direct that the implementation of the San Mateo County Promoting Safe and Stable Families (PSSF) Program and the Temporary Assistance for Needy Families (TANF) Program be monitored by the Peninsula Partnership for Children, Youth and Families (PPCYF) through written reports, regular contact with PPCYF staff and oversight by the Peninsula Partnership Council (PPC), PPCYF's advisory body.

The PSSF and TANF programs will be implemented by collaborative teams at nine sites. The fiscal sponsor for each collaborative site will receive PSSF and TANF funds, and will be responsible for submitting a Six-Month Interim Progress Report and a Twelve-Month Final Progress Report outlining the implementation of its three-year work plan for comprehensive, integrated services for young children and their families and a financial sustainability plan. These written reports will include information regarding PSSF and TANF services delivered, PSSF and TANF funds expended, and progress made towards PSSF and TANF goals. These written reports will also include information on the sustainability efforts that are outlined in the sustainability plans for each collaborative site.

A Manager, hired by PCF as an in-kind contribution, will report to PPCYF's Executive Director and PPC. The Manager will assist with program monitoring in the following ways:

- Stay in regular telephone and in-person contact with each of the nine collaborative sites.
- Provide hands-on assistance, helping the collaborative sites implement their work plans, problem-solve and maintain collaboration.
- Assist the collaborative sites in developing and reporting outcome measurements.
- Broker additional technical assistance to provide training and other supports to the collaborative sites as needed, to be funded by PPCYF as an in-kind contribution.
- Facilitate cross-site trainings, seminars and peer-learning opportunities.
- Guide the collaborative sites regarding the goals, principles and requirements of PPCYF.
- Report collaborative sites' progress, issues and needs to PPC.

PPC will play a critical role in ensuring that PSSF, TANF and other funds received from County under this Agreement are used to accomplish the goals of the PSSF and TANF programs as well as the broader mission of PPCYF. PPC will hear reports from the Manager and will stay in direct contact with each of the nine collaborative sites through the site liaisons. PPC members will provide oversight and guidance to the collaborative sites to help them meet the mission, goals and principles of PPCYF.

**Purpose:** To connect Peninsula Partnership Council members with the collaborative sites on a regular basis to share ideas, problemsolve and use the valuable expertise of the Council members to address the needs of the sites.

Suggested Expectations for Site liaisons:

- Attend monthly collaborative meetings, help problem-solve and share ideas/ resources.
- Make site liaison update reports at Peninsula Partnership Council meetings.
- Serve as advocate/supporter for collaborative sites.
- Provide input to Peninsula Partnership staff on technical assistance needs.
- Assist in reviewing collaborative site three-year work plans/sustainabilityplans.

SITE	LIAISON
Daly City	John Maltbie, Sterling Speirn
East Palo Alto	Rose Jacobs Gibson, Margaret Taylor
Half Moon Bay	John Bayless, Jan Stokley
Menlo Park	John Mehl
Pacifica	Mike Wilson
Pescadero	John Bayless, Jeanine Asche
Redwood City	Maureen Borland, Pat Brown
San Mateo	Corinne Centeno, Carole Groom
South San Francisco	Eric McDonnell, Margaret Taylor, Mike Wilson

### 10. Exhibit F - SIX-MONTH INTERIM PROGRESS REPORT AND FINAL PROGRESS REPORT FORMAT to read as follows:

# PENINSULA COMMUNITY FOUNDATION OCTOBER 1, 2002 – SEPTEMBER 30, 2004

#### REPORT PERIODS: FEDERAL FISCAL YEAR 10/1/02-9/30/03

Interim Report: October 1, 2002-March 31, 2003 – Due Date: April 30, 2003 Final Report: April 1, 2003-September 30, 2003 – Due Date: October 31, 2003

#### REPORT PERIODS: FEDERAL FISCAL YEAR 10/1/03-9/30/04

Interim Report: October 1, 2003-March 31, 2004 – Due Date: April 30, 2004 Final Report: April 1, 2004-September 30, 2004 – Due Date: October 31, 2004

Each community collaborative must submit a *Six-Month Interim Progress Report* and a *Twelve-Month Final Progress Report* to the Peninsula Partnership for Children, Youth and Families (PPCYF). These reports should describe all program activities and expenditures related to the use of program funds, as described in the three-year work plan and sustainability plan. The reports must also state the progress made towards achieving the outcomes of PPCYF. Please be as specific as possible, using the three-year work plan and sustainability plan as a guide. Summaries of these reports will be used to provide information to funders.

Both the Six-Month Interim Progress Report and the Twelve-Month Final Progress Report should be submitted to PPCYF in the following format:

- Single-spaced, 12-point, 1" margins, consecutively numbered pages
- Three (3) reports: One (1) original unbound and two (2) stapled copies

Following are five (5) sections, which should be addressed in both the Six-Month Interim Progress Report and the Twelve-Month Final Progress Report. Each section should not exceed two (2) pages.

#### Section I: Major Accomplishments and Activities for this Report Period

- A. Describe the programs, activities and strategies undertaken by the site collaborative during this report period.
- B. Describe the population served by the project.
- C. Give examples of the progress made towards meeting PPCYF outcomes of:
  (1) kindergarten readiness; (2) academic success by third grade; and (3) community capacity-building. Please be sure to include specific performance measures for each of these outcomes in the narrative and on the attached "Performance Measures Chart".

D. Include all data collected during the report period. These data should be based upon the performance measures in the three-year work plan and sustainability plan.

#### Section II: Problems and Revisions Experienced during this Report Period

- A. Explain any unintended consequences of the project, positive and/or negative.
- B. Describe any changes to the original three-year work plan and the reasons for these changes.
- C. Give examples of lessons learned.
- D. Request any technical assistance/support needed to help carry out the implementation of the three-year work plan and sustainability plan.

### Section III: Actual Expenditures for this Report Period

Please submit an itemized list comparing budgeted to actual expenditures. A budget narrative should also be included.

#### Section IV: Major Activities Planned for the Next Report Period

- A. Describe the outcomes and activities planned for the next six months based upon the three-year work plan and sustainability plan.
- B. Explain any anticipated revisions in the three-year implementation timeline.

#### Section V: Additional Information

Please provide any additional information that is not covered above and attach background materials, if appropriate (e.g., articles, newsletters, etc.)

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

### **COUNTY OF SAN MATEO**

· · · · · · · · · · · · · · · · · · ·	By:				
	Date:				
ATTEST:					
Clerk of the Board					
Date					
·	PENINSULA GOMMUNITY FOUNDATION  By: President				
	Name and Title  Date:				

#### SAN MATEO COUNTY MEMORANDUM

412 707 4804 L.01/61

DATE:

12-16-02

TO:

Priscilla Harris Morse

NAUN HUHH.

FAX: 363-4864 PONY: EPS 163

TROM:

Nalini Nath FXX: 595-2478

PONY: HSA210

SUBJECT:

Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Peninsula Community Foundation

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICESY: yes. Cumractor is Fiscal Sponsor of 9 Community Projects.

NIMBER OF EMPLOYEES WORKING FOR CUNTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Fiscal Sponsorable of Peninsula Partnership I egally responsible for this contract to discharge financial obligations on behalf of the Peninsula Partnership.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify	
Comprehensive General Liability	\$2,000,000				
Motor Vehicle Liability	\$	П			
Professional Liability	<u>s</u>				
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### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - DESIGNATED PERSON or ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name of Person or Organization:

Name:

San Mateo County

Address:

Human Services Agency 400 Harbor Blvd., Bldg.C

Belmont, CA 94002

RE: Grant received from County of San Mateo. As respects Commercial General Liaiblity, San Mateo County, Human Services Agency, is an Additional Insured per form CG 2026 attached.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by or rented to you.