



**SECOND 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**

SECOND AMENDMENT TO THE AGREEMENT WITH
PENINSULA COMMUNITY FOUNDATION

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into on this day _____ of _____ 2004, 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, as Promoting Safe and Stable Families in accordance with:

1. Federal Omnibus Reconciliation Act of 1993.
2. California Department of Social Services Promoting Safe and Stable Families Program.

WHEREAS, the parties have agreed and;

WHEREAS, the Agreement has been amended and;

WHEREAS, the parties wish to further amend the Agreement to add \$412,583 for FY 2003-2004 and \$137,528 for July 1, 2004 through September 30, 2004, for a total obligation of \$1,948,942.

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

1. **Section 4 – Paragraph A – 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, NINE HUNDRED FORTY EIGHT THOUSAND, NINE HUNDRED FORTY TWO DOLLARS (\$1,948,942) for the period October 1, 2001 through September 30, 2004.**

2. **Exhibit A-1 – Program Description for the term OCTOBER 1, 2001 through 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, PCF will distribute San Mateo County Promoting Safe and Stable Families (PSSF) Program funds 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 program in the collaborative sites and will abide by the regulations set forth by the California Department of Social Services (CDSS) for this program. An outline of PPCYF's plan for program monitoring is attached as **EXHIBIT D**.

The collaborative sites will implement the PSSF program as part of a broader sustainability 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 40% of the total PSSF funds will be used by the nine collaborative sites for Adoption Promotion and Support, and Time-Limited Family Reunification in Year Three (3) FY 2003-2004.

3. Exhibit A-2 – Approval to Sub-Contract for the term OCTOBER 1, 2001 through 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 and 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 for the Cabrillo/School Linked Services Collaborative
- 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 South San Francisco for the South San Francisco Collaborative
- Pacifica School District for the Pacifica Collaborative
- La Honda-Pescadero Unified District for the South Coast Collaborative
- Redwood City School District for the Redwood City Collaborative
- San Mateo-Foster City School District for the San Mateo Collaborative

4. **Exhibit B-1 – Payment Schedule for the term OCTOBER 1, 2001 through SEPTEMBER 30, 2004 is amended to read as follows:**

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

<u>DATE</u>	<u>PAYMENT</u>
June 1, 2004	\$412,583
August 1, 2004	\$137,528
TOTAL:	\$550,111

5. **Exhibit D – PROGRAM MONITORING for the term OCTOBER 1, 2001 through SEPTEMBER 30, 2004 is hereby amended to read as follows:**

PCF will direct that the implementation of the San Mateo County Promoting Safe and Stable Families (PSSF) 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 program will be implemented by collaborative teams at nine sites. The fiscal sponsor for each collaborative site will receive PSSF funds and will be responsible for submitting a Progress Report for the period from October 1, 2003 through June 30, 2004 and a Transition Report for the period from July 1, 2004 through September 30, 2004, outlining the implementation of its sustainability plan for comprehensive, integrated services for young children and their families. These written reports will include information regarding PSSF services delivered, PSSF funds expended and progress made towards PSSF 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 sustainability 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 funds received from the County under this Agreement are used to accomplish the goals of the PSSF program 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.

6. **Exhibit F – PROGRESS REPORT AND TRANSITION REPORT FORMAT is amended to read as follows:**

**PENINSULA COMMUNITY FOUNDATION
OCTOBER 1, 2001 – SEPTEMBER 30, 2004**

REPORT PERIODS:

Progress Report: October 1, 2003 – June 30, 2004 – Due Date: July 31, 2004

Transition Report: July 1, 2004 – September 30, 2004 – Due Date: October 31, 2004

Each community collaborative must submit a Progress Report for the period from October 1, 2003 through June 30, 2004 and a Transition Report for the period from July 1, 2004 through September 30, 2004 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 sustainability plan and its program matrix. The reports must also state the progress made towards achieving the outcomes of PPCYF. Please be as specific as possible, using the sustainability plan and its program matrix as a guide. Summaries of these reports will be used to provide information to funders.

Both the Progress Report and the Transition Report should be submitted to PPCYF in the following format:

- Single-spaced, Times New Roman, 12-point, 1" margins, consecutively numbered pages
- Two (2) reports: One (1) original unbound and one (1) electronic copy

Following are five (5) sections, which should be addressed in both the Progress Report and the Transition 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 collaborative site 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. Using the sustainability plan and its program matrix as a guide, please be sure to include specific performance measures for each of these outcomes in the narrative of the report.
- D. Include all data collected during the report period. These data should be based upon the performance measures in the program matrix of the 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 sustainability plan and/or its program matrix 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 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 report period, based upon the sustainability plan and its program matrix.
- B. Explain any anticipated revisions in the implementation of the sustainability plan 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.)

- 7. **All other terms and conditions of the Agreement dated April 2, 2002, as amended on March 11, 2003, shall remain in full force and effect.**
-

SAN MATEO COUNTY
MEMORANDUM

DATE: March 25, 2004
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: *W* Malini Nath FAX: 596-3478 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 SERVICES?:
no

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Fiscal Sponsor for the Promoting Safe and Stable Families funds.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$1,000,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<u>\$1,000,000</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$1,000,000</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>\$statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS: Thanks.

Need proof of workers' comp. and

Priscilla Morse 3-29-04
Risk Management Signature Date

fidelity bond.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/14/2003

PRODUCER
Woodruff-Sawyer & Co.
220 Bush St., 7th Floor
San Francisco CA 94104
(415) 391-2141

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Peninsula Community Foundation
1700 South El Camino Real, Suite 300
San Mateo, CA 94402-3049

INSURER A: Nonprofits' Insurance Alliance
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	200300681	11/15/2003	11/15/2004	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY					
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
					WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					\$
						\$
						\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: Grant received from County of San Mateo, as respects Commercial General Liability, San Mateo County, Human Services Agency, is as Additional Insured per form CG2026(11/85).

CERTIFICATE HOLDER : ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION 10 Day Notice for Non-Payment of Premium

San Mateo County
Human Services Agency
400 Harbor Blvd., Bldg. C
Belmont, CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

LOAN #:

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.

NAMED INSURED: Peninsula Community Foundation

POLICY NUMBER: 200300681

COMMERCIAL GENERAL LIABILITY

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 Liability, San Mateo County, Human Services Agency, is as Additional Insured per form CG2026(11/85).

(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.