



**SECOND AMENDMENT TO THE AGREEMENT**

**BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**MOSS BEACH HOMES, INC.**

**For the period of**

**August 20, 2002 through June 30, 2005**

**Contact Person: Patricia Crawford  
Human Services Manager  
2500 Middlefield Road  
Redwood City, CA 94063  
(650) 599-3887**

**Second Amendment to the Agreement with Moss Beach Homes, Inc.  
For  
The administration of a "Change of Placement Program" for dependent  
children at the Tower House Receiving Home**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MOSS BEACH HOMES, INC., 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 of administering a Change of Placement Program for dependent children at the County's Tower House Receiving Home located in San Mateo; and

WHEREAS, the parties have agreed and;

WHEREAS, the Agreement has been amended and;

WHEREAS, the parties wish to further amend the Agreement to add \$205,000 for FY 2004-05, for a total obligation of \$574,839.

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

1. Section 1: **Exhibits** is hereby amended to read:

The following exhibits are attached hereto and incorporated by reference therein.

Exhibit A: Program Description  
Exhibit B: Responsibilities  
Exhibit C: FY 2002-2003 Budget and Payment Schedule  
Exhibit CI: FY 2003-04 Budget and Payment Schedule  
**Exhibit CII: FY 2004-05 Budget and Payment Schedule-- New Material**  
Attachment I: Budget Table FY 2002-03  
Attachment II: Budget Table FY 2003-04

**Attachment III: Budget Table FY 2004-05- New Material**

Exhibit D:	Program Monitoring
Exhibit E:	Equal Benefits Compliance Declaration Form
Exhibit F:	Section 504 - Assurance of Compliance
Exhibit G:	Fingerprinting Certificate Form
Exhibit H:	Description of Premises
Exhibit I:	GE Lease

2. Section 4: **Payments** is hereby amended to read:

**A. Maximum Amount**

In consideration of Contractor's performance of the services described in Exhibit A and Exhibit B, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed **\$574,839 for the term of the Agreement.**

**B. Rate of Payment.** The rate and terms of payment for **Fiscal Year 2004-05** as specified in **Exhibit CII**. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in **Exhibit CII** be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services Agency or her representative.

**C. Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of **Exhibit CII**. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. **All other terms and conditions of the Agreement dated August 20, 2002, as amended June 10, 2003, between the County and Contractor shall remain in full force and effect.**

Moss Beach Homes, Inc.  
 August 20, 2002 through June 30, 2005

**Budget and Payment Schedule For FY 2004-05**

**Budget:**

- The cost to the County to have the Contractor operate a change of placement program for **FY 2004-05** at the Tower House Receiving Home is as shown in **Attachment III** and is incorporated by reference herein.
- A base fee for the use of real property in the amount of \$1.00 will be deducted annually making the County's obligation **\$205,000 for year three (3) of the program.**

**Payment:**

- A. The total Agreement obligation for year three (3) is \$205,000. Monthly invoices shall be sent to:

Marnita Garcia-Fulle  
 County of San Mateo  
 Human Services Agency  
 400 Harbor Blvd., Bldg B  
 Belmont, CA 94002

- B. **The County shall pay Contractor upon receipt and approval of monthly invoices as shown below:**

<b>July 1, 2004</b>	<b>\$17,083.33</b>
<b>August 1, 2004</b>	<b>17,083.33</b>
<b>September 1, 2004</b>	<b>17,083.33</b>
<b>October 1, 2004</b>	<b>17,083.33</b>
<b>November 1, 2004</b>	<b>17,083.33</b>
<b>December 1, 2004</b>	<b>17,083.33</b>
<b>January 1, 2005</b>	<b>17,083.33</b>
<b>February 1, 2005</b>	<b>17,083.33</b>
<b>March 1, 2005</b>	<b>17,083.33</b>
<b>April 1, 2005</b>	<b>17,083.33</b>
<b>May 1, 2005</b>	<b>17,083.33</b>
<b>June 1, 2005</b>	<b>17,083.37</b>
<b>Total</b>	<b>\$205,000</b>

**Attachment III**

**TOWER HOUSE EXCELL READINESS CENTER PROGRAM**

**Budget Showing FY 2004-05**

<b>Expenses</b>		
Category	Wage Parity Subsidy	
PAYROLL	Hourly Rate	Salary
Program Manager (salary) 40+ hrs wk		\$25,000
1 CCW III 40 hr wk	\$21.00	\$16,627
1 CCW II 30 hr wk	\$20.00	\$12,470
CCW I - AM 56 hrs wk	\$17.50	\$24,036
CCW I - PM 96 hrs wk	\$17.50	\$39,905
CCW I - NS 112 hrs wk	\$17.50	\$46,556
<b>Total Payroll</b>		<b>\$164,594</b>
Benefits		\$40,407
<b>Total Payroll &amp; Benefits</b>		<b>\$205,001</b>
<b>Total Expenses w/ Allocations</b>		<b>\$205,001</b>
<b>Less \$1.00 Occupancy Fee charged by the County of San Mateo.</b>		<b>-\$1.00</b>
<b>Total Amount of County of San Mateo obligation</b>		<b>\$205,000</b>

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

Date: \_\_\_\_\_

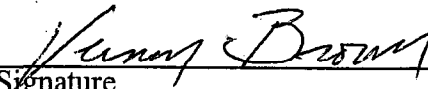
**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

Moss Beach Homes, Inc.  
Contractor – Print Name

Vernon Brown, Chief Executive Officer  
Name, Title – Print

  
Signature

June 9, 2004  
Date

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** May 7, 2004  
**TO:** Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163  
**FROM:** *Nalini 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: Moss Beach Homes, Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:  
 yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Contractor to administer the Excell Transitional Placment Program.

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 checked="" type="checkbox"/>	<input 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.

*Priscilla Morse* 5-11-04  
 Risk Management Signature Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JQ  
MOSSB-1  
DATE (MM/DD/YYYY)  
04/20/04

**PRODUCER**  
Chapman & Associates  
License #0522024  
P. O. Box 5455  
Pasadena CA 91117-0455  
Phone: 626-405-8031 Fax: 626-405-0585

ED

Moss Beach Homes  
333 Gellert Blvd., Ste. 203  
Daly City CA 94015

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	NAIC #
INSURER A: Lexington Insurance Company	
INSURER B: Riverport Insurance Company	
INSURER C: Admiral Insurance Company	
INSURER D: State Compensation Ins Fund	
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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	5628384	12/16/03	12/16/04	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ Emp Ben. 1000000
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RP0004625	12/16/03	12/16/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$
C		<input checked="" type="checkbox"/> <b>Excess Auto</b>	EX00000039701 \$2000000 LIMIT	12/16/03	12/16/04	PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	5642692	12/16/03	12/16/04	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$ \$ \$
D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	164505903	07/01/03	07/01/04	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A		Professional Liab	5628385	12/16/03	12/16/04	Aggregate 1000000
B		Empl. Dishonesty	RP0004625	12/16/03	12/16/04	Ea Claim 34000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate holder is named as additional insured with respect to General Liability. \*10 day notice of cancellation for non-payment of premium.  
 See attached CG2010 endorsement

CERTIFICATE HOLDER	CANCELLATION
SANFRUS  San Francisco Unified School District, Its Board, Officers Employees 555 Franklin Street San Francisco CA 94102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 



Lexington Insurance Company  
POLICY NUMBER: 5628384

Commercial General Liability

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

CG 20 10 11 85

**ADDITIONAL INSURED-OWNERS, LESSEES, OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

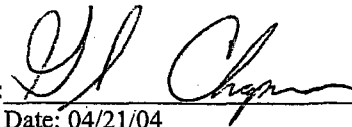
San Francisco Unified School District, Its Board, Officers & Employees  
555 Franklin Street  
San Francisco, CA 94102

(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 as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

This additional insurance shall be primary over any and all other insurance, including self-insured retentions, available to County.

INSURED:  
Moss Beach Homes  
333 Gellert Blvd., Ste. 203  
Daly City, CA 94015

Signature: 

Date: 04/21/04