

**City and County of San Francisco
San Francisco Children and Families Commission
1390 Market Street, Suite 318
San Francisco, CA 94102**

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of **March 11, 2013**, in San Francisco, California, by and between **Children’s Council of San Francisco** (“Grantee”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its San Francisco Children and Families First Commission (DBA First 5 San Francisco).

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

To manage preschool subsidies and provide fiscal services for the Preschool for All program.

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount;

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term “Agreement” shall mean the Agreement dated **July 1, 2012** between Grantee and City, as amended by the:

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section 3.2. Section **3.2 Duration of Term** of the Agreement currently reads as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2012** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59p.m. San Francisco time on **June 30, 2013**.

Such section is hereby amended in its entirety to read as follows:

The term of this Agreement shall commence on the later of (a) **July 1, 2012** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59p.m. San Francisco time on **June 30, 2015**.

b. Section 5.1. Section **5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **NINE MILLION NINE HUNDRED THOUSAND** Dollars (**\$9,900,000.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2013**.

Such section is hereby amended in its entirety to read as follows:

In no event shall the amount of Grant Funds disbursed hereunder exceed **ELEVEN MILLION SEVEN HUNDRED AND THRITY THOUSAND** Dollars (**\$11,730,000.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2013**.

In no event shall the amount of Grant Funds disbursed hereunder exceed **FOURTEEN MILLION FIVE HUNDRED THOUSAND** Dollars (**\$14,500,000.00**) in the period from **JULY 1, 2013** to **JUNE 30, 2014**.

In no event shall the amount of Grant Funds disbursed hereunder exceed **FOURTEEN MILLION FIVE HUNDRED THOUSAND** Dollars (**\$14,500,000.00**) in the period from **JULY 1, 2014** to **JUNE 30, 2015**.

Nor shall the amount of Grant Funds disbursed hereunder exceed **FORTY MILLION SEVEN HUNDRED AND THIRTY THOUSAND** Dollars (**\$40,730,000.00**) in the period from **JULY 1, 2012** to **JUNE 30, 2015**.

c. Section Appendix B. Section **Appendix B – Definition of Grant Plan** of the Agreement currently reads as follows:

See attached OLD Appendix B.

Such section is hereby amended in its entirety to read as follows:

See attached NEW Appendix B

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment**.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY


GRANTEE

Recommended by:

Children's Council of San Francisco




Laurel Klopmok
Executive Director



Sandee Blechman
Executive Director

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Virginia Dario Elizondo
Deputy City Attorney

Old Appendix B

Appendix B--Definition of Grant Plan

The term “Grant Plan” shall mean

See attached Budget.

Grantee shall process reimbursements checks for all non-SFUSD Preschool for All sites in a quarterly or monthly basis and support First 5 San Francisco’s Preschool for All program activities.

The PFA preschool site will enter into a Fiscal Agreement with Grantee detailing the annual child reimbursement. Child reimbursement is calculated for every 4-year-old San Francisco resident based on the following:

- Education level of the lead teacher classroom teacher;
- Number of 4-year-old children in the classroom;
- Identifying the type and amount of child-care subsidy for 4-year-old in the classroom.

First 5 will calculate reimbursement for each PFA child and forward to Children’s Council for payment to the PFA preschool site for all participating children. Children’s Council will track and reconcile payments on a quarterly basis, for preschool centers and monthly for family child care providers, and provide First 5 San Francisco with monthly accounts payable reports by the 10th of each month. While the number of payments/transactions may vary monthly, an average of 50 transactions per month is anticipated.

Family Child care Homes shall receive payment from Children’s Council no later than the 15th of each month for the preceding month per child reimbursement; and center-based programs shall receive quarterly payments from Children’s Council on or before the 30th of the month based on the following schedule:

CCSF CENTER-BASED PROVIDER PAYMENT SCHEDULE 2012/13				
Received by Provider no later than:	Q1/Advance Provider Payment	Q2 Provider Payment	Q3 Provider Payment	Q4 Provider Payment
	August 30, 2012	December 31, 2012	March 31, 2013	June 30, 2013

Additionally, Grantee will participate in evaluation activities of activities funded by this grant. This will include, but not be limited to collection of data on funded activities and participants, analysis of data and reporting of findings. The data to be collected may include but not be limited to demographic information, service utilization information, measurement of outcomes associated with participation in funded activities. The data may be requested of clients, staff and other stakeholders of the funded activities. Grantee may be requested to participate in evaluation activities designed by First 5 San Francisco or First 5 California.

PERSONNEL								PERSONNEL NARRATIVE
Title	Name	Function	FTE (%)	Request	Other - Cash	Other - In-Kind	Total Salary	
Subsidy Payment Manager	Mona Malan	Oversees Provider Reimbursement	0.25	\$19,912.00	\$0.00	\$0.00	\$19,912.00	Oversees Provider Reimbursement
I/T Specialist	Stephanie Nelson	Processes Provider Reimbursement	0.50	\$20,844.00	\$0.00	\$0.00	\$20,844.00	Processes Provider Reimbursement
							\$0.00	
							\$0.00	
TOTAL PERSONNEL				\$40,756.00				

FRINGE BENEFITS								FRINGE BENEFITS NARRATIVE
Benefit Name	Calculations	Salary	%	Request	Other - Cash	Other - In-Kind	Total	
Health Benefits	29.487% of total salaries	\$40,756.00	0.29	\$12,018	\$0.00	\$0.00	\$12,017.72	
				\$0			\$0.00	
TOTAL FRINGE BENEFITS				\$12,018				

PROFESSIONAL SERVICES								PROFESSIONAL SERVICES NARRATIVE
Title	Function	FTE (%)	Request	Other - Cash	Other - In-Kind	Total		
						\$0.00		
TOTAL PROFESSIONAL SERVICES				\$0.00				

SUBCONTRACTS								SUBCONTRACTS NARRATIVE	
Agency	Function	Calculation	Program Costs	Admin Costs	Request	Other - Cash	Other - In-Kind	Total	
PFA Providers	Monthly Reimb.	2,200 x \$4,900 p/child	\$10,780,000.00		\$8,950,000.00			\$8,950,000.00	Monthly & Quarterly Reimbursement for PFA Providers (non-SFUSD)
Training and Technical Assistance	Monthly Reimb.		\$875,000.00		\$875,000.00			\$875,000.00	Monthly & Quarterly Trainings & Technical Assistance for PFA Providers (non-SFUSD)
					\$0.00			\$0.00	
TOTAL SUBCONTRACTS					\$9,825,000.00				

PROGRAM MATERIALS								PROGRAM MATERIALS NARRATIVE
Expense	Calculations	Request	Other - Cash	Other - In-Kind	Total			
					\$0.00			
					\$0.00			
TOTAL PROGRAM MATERIALS				\$0.00				

OTHER PROGRAM EXPENSES								OTHER PROGRAM EXPENSES NARRATIVE
Expense	Calculations	Request	Other - Cash	Other - In-Kind	Total			
Office Support (software and share supplies)	\$108.33 x 12 months or as needed	\$1,300			\$1,300.00	Prorated portion of expenses for general office supplies, paper, pens, folders and software		
Bank/payroll Fees	\$75.00 x 12 months or as needed	\$900			\$900.00	Prorated portion of bank and payroll fees.		
Staff Training & Conferences		\$200			\$200.00			
					\$0.00			
TOTAL OTHER PROGRAM EXPENSES				\$2,400				

ADMINISTRATIVE COSTS								ADMINISTRATIVE COSTS NARRATIVE
Cost Name	Calculations	Request	Other - Cash	Other - In-Kind	Total			
Audit	\$50.00 x 12 months or as needed	\$600			\$600.00	Annual audit expense accrued monthly		
Insurance	\$35.42 x 12 months or as needed	\$425			\$425.00	prorated portion of expenses to include coverage: general Liability, umbrella and Director & officers insurance		
Admin Postage & Reproduction	\$66.67 x 12 months or as needed	\$800			\$800.00	Prorated portion of expenses for bulk mailing and messenger services, and Printing		
Rent and Utilities	\$750 x 12 months or as needed	\$9,000			\$9,000.00	Prorated portion of expenses office space , water, Electricity, gas and garbage.		
Telephone	\$58.33 x 12 months or as needed	\$700			\$700.00	Prorated portion of expenses for Telephone and internet		
Admin Staff Salaries & Benefits	salaries=\$ 6411 and fringes = \$6411 x 29.487% =1890	\$8,301			\$8,301.00	Prorated Administrative staff salaries and Fringes		
TOTAL ADMINISTRATIVE COSTS				\$19,826				

TOTAL BUDGET REQUESTED:	\$9,900,000
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New Appendix B

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**Children's Council PFA Budget
2012-13 through 2014-15**

	2012-13 ORIGINAL BUDGET	2012-13 REVISED BUDGET	2013-14* PROPOSED BUDGET	2014-15* PROPOSED BUDGET
PERSONNEL				
Subsidy Payment Manager	\$19,912	\$19,912	\$20,000	\$20,000
I/T Specialist	\$20,844	\$20,844	\$21,000	\$21,000
SUBTOTAL:	\$40,756	\$40,756	\$41,000	\$41,000
FRINGE BENEFITS				
Health Benefits	\$12,018	\$12,018	\$13,000	\$13,000
SUBTOTAL:	\$12,018	\$12,018	\$13,000	\$13,000
PROFESSIONAL SERVICES				
None	\$0	\$0	\$0	\$0
SUBTOTAL:	\$0	\$0	\$0	\$0
SUBCONTRACTS				
PFA Providers	\$8,950,000	\$10,780,000	\$13,548,000	\$13,548,000
Training and Technical Assistance	\$875,000	\$875,000	\$875,000	\$875,000
SUBTOTAL:	\$9,825,000	\$11,655,000	\$14,423,000	\$14,423,000
PROGRAM MATERIALS				
None	\$0	\$0	\$0	\$0
SUBTOTAL:	\$0	\$0	\$0	\$0
OTHER PROGRAM EXPENSES				
Office Support (software and share supplies)	\$1,300	\$1,300	\$1,500	\$1,500
Bank/payroll Fees	\$900	\$900	\$1,000	\$1,000
Staff Training & Conferences	\$200	\$200	\$500	\$500
SUBTOTAL:	\$2,400	\$2,400	\$3,000	\$3,000
ADMINISTRATIVE COSTS				
Audit	\$600	\$600	\$600	\$600
Insurance	\$425	\$425	\$450	\$450
Admin Postage & Reproduction	\$800	\$800	\$800	\$800
Rent and Utilities	\$9,000	\$9,000	\$9,000	\$9,000
Telephone	\$700	\$700	\$700	\$700
Admin Staff Salaries & Benefits	\$8,301	\$8,301	\$8,450	\$8,450
SUBTOTAL:	\$19,826	\$19,826	\$20,000	\$20,000
TOTAL BUDGET REQUEST:	\$9,900,000	\$11,730,000	\$14,500,000	\$14,500,000

* Proposed line item budget allocations for 2013-14 and 2014-15 are subject to change pending annual negotiations. Total expenditures for three years should not exceed \$40,730,000.