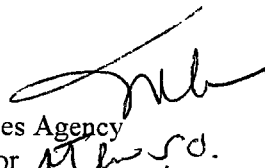


25

**COUNTY OF SAN MATEO**  
**Human Services Agency**  
**Departmental Correspondence**

**Date:** March 26, 2001

**To:** Honorable Board of Supervisors

**From:** Maureen D Borland, Director, Human Services Agency  
Stuart Oppenheim, Northern Regional Director   
*M.D.B.*

**Subject** Approval for the Human Services Agency Agreement with Edgewood Center for Children and Families for the Administration of the Kinship Support Services Program (KSSP)

**RECOMMENDATION**

Adopt a resolution authorizing the President of the Board to execute an Agreement with Edgewood Center for Children and Families (ECCF) in the amount of TWO HUNDRED FORTY ONE THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS (\$241,136) The Agreement is for the Administration of the Kinship Support Services Program (KSSP), for the period October 1, 2000 through June 30, 2001

**BACKGROUND**

On June 1, 1998, the Human Services Agency (HSA), Children and Family Services Division received a two-year grant of \$180,000 from the California Department of Social Services (CDSS) under AB 1193 to provide kinship support services to relative caretakers of children As the ECCF developed and provided similar services to the City and County of San Francisco and there were no similar programs in the Bay Area, a contract was entered into with ECCF as a sole source provider to develop KSSP services in San Mateo County On September 24, 1999, the Human Services Agency and ECCF collaborated on a grant proposal to The David and Lucille Packard Foundation The grant was awarded to the Human Services Agency for \$124,700 to enhance the services provided by ECCF On April 26, 2000, the CDSS augmented the Human Services Agency original two-year grant by \$22,285 Edgewood Center for Children and Families located a Kinship Support Center in East Palo Alto and a meeting site in Daly City These are the two areas where most relative caregivers reside The program provides peer mentoring, case management, support groups, respite activities and education to assist the relative caregivers in parenting and to help them maintain their emotional and physical health

**DISCUSSION**

Edgewood Center for Children and Families met the CDSS goals and the outcomes requested by San Mateo County in the Kinship Support Services Program CDSS renewed the grant for KSSP in the form of an allocation for \$82,000 CDSS has given San Mateo County an augmentation of \$15,000 to the allocation because San Mateo met service goals last year In addition, there is \$84,136 remaining in the David and Lucille Packard grant to be used in part to establish a second permanent site ECCF contributes \$9,900 in in-kind contributions and obtained two grants for the program One grant is from the Peninsula Community Foundation for \$40,000 and the second is from the Sabroto Family Foundation for \$25,000 Both grants will support the KSSP program in San Mateo County The Human Services Agency provides \$65,000 in in-kind contributions in the form of child welfare social work case management services to Dependent Children of the Juvenile Court and their relative caregivers to support the program

The KSSP program is currently located at three sites. Meetings are held at a church in San Mateo and two HSA buildings in Daly City. The KSSP program services 171 children living with relative caretakers and 107 relative caretakers. There are 25 children who receive tutoring twice a week, 25 to 30 relative caregivers attend weekly support groups and an average of 10 family's benefit from weekly recreational outing services. Over 8,000 children in San Mateo County live with relatives other than their parents. Expansion of the program is needed if San Mateo County is to adequately serve its relative caregivers. The Central and North County San Mateo sites are not permanent. The plan is to develop a second site in the northern area of the City of San Mateo. Additional staff will be needed to expand case management services.

This contract is late due to the delayed receipt of the allocation letter released by CDSS. CDSS addressed the letter to a neighboring County, and did not send the augmentation letter to San Mateo County until mid-January 2001.

**OUTCOMES**

The desired outcomes of KSSP services are to stabilize the placement of the child and to give support and respite to the relative caregiver.

<b>Performance Measure</b>	<b>Source of Data</b>	<b>Actual FY 99-00</b>	<b>Projected FY 00-01</b>
Percent of the children in the families served by KSSP who remain with the original caregiver and do not enter the foster care system	Program case records	100%	95%

**FISCAL IMPACT:**

This agreement with ECCF is for a total of \$241,136. Of this amount, \$87,000 is funded by CDSS, \$84,136 is from a David and Lucille Packard grant and \$70,000 is from The Agency's CWS/CMS Full Utilization funding. There is no Net County Cost for this agreement. Funding for this agreement has been included in the FY00-01 budget.

M Tse ext 5115

cc Penny Bennett, County Counsel

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE EDGEWOOD CENTER FOR CHILDREN AND FAMILIES TO PROVIDE THE KINSHIP SERVICES SUPPORT PROGRAM (KSSP)**

**OCTOBER 1, 2000 THROUGH JUNE 30, 2001**

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that,

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance, an agreement, reference to which is hereby made for further particulars, whereby Edgewood Center for Children and Families has agreed to provide KSSP services, and

**WHEREAS**, under AB 1193 the KSSP Funds are now available to San Mateo County from the California Department of Social Services to provide services, and

**WHEREAS**, funding remains in the grant from the David and Lucille Packard Foundation for KSSP services which was previously accepted by the Board, and

**WHEREAS**, the Board recognizes the sacrifices relative caretakers make to provide stable homes and nurturing to the children in their care and wishes to offer support to them, and

**WHEREAS**, Edgewood Center for Children and Families was previously authorized by the Board to provide KSSP services and Edgewood met the KSSP outcomes of CDSS and the Board and Edgewood remains a sole source provider of these services, and

**WHEREAS**, this Board has been presented with a form of such Agreement and said Board has examined and approved same as to both form and content and desires to enter into same,

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND RESOLVED** that the President of this Board of Supervisors is, and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the clerk of this Board shall attest the President's signature thereto



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES

For the Period of

OCTOBER 1, 2000 THROUGH JUNE 30, 2001

Agency Contact Person  
**Nalini Nath**  
**Administrative Assistant**  
**Human Services Agency**  
**1.650.595.7550**

## AGREEMENT WITH EDGEWOOD CENTER FOR CHILDREN AND FAMILIES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called 'County,' and, hereinafter called **EDGEWOOD CENTER FOR CHILDREN AND FAMILIES**, hereinafter called Contractor ,

### W I T N E S S E T 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/Agency thereof, and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services provision of kinship support for the Human Services Agency, hereinafter described

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

The following exhibits are attached hereto and incorporated by reference herein

1 **Exhibits**

Exhibit A Program Description

Exhibit B Program Schedule

Exhibit C Compliance with Section 504

Exhibit D Program Monitoring

Exhibit E Program Specific Requirements

2 **Services to be Performed**

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein

3 **Payments**

A **Maximum Amount** In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed **TWO HUNDRED FORTY ONE THOUSAND ONE HUNDRED THIRTY SIX DOLLARS (\$241,136)** for the contract term

- B **Rate of Payment** The rate and terms of payment shall be as specified in Exhibit B 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 B be increased to the extent that the maximum County obligation shall exceed the total specified in Paragraph 3 A 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 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 B 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
- D **Availability of Funds.** Payment for all services provided pursuant to this contract are contingent upon the availability of County, State, and Federal funds In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever, including, but not limited to, payments that are based on County funds The County may terminate the agreement for unavailability of Federal, State or County funds

#### 4 **Relationship of Parties**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement The intent by both County and Contractor is to create an independent contractor relationship Contractor expressly acknowledges and accepts his/her tax status as and the tax consequences of an independent contractor Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Services Rules

#### 5 **Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person including contractor, or (B) damage to property of any kind whatsoever and to whomsoever belonging, (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees or servants, resulting from the performance of any work required of Contractor, or payments made pursuant to this Agreement, provided that this shall not apply to

injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct

The duty of the Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code

6 **Insurance**

A The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such insurance and to obtain such approval The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers Compensation and Employer's Liability Insurance providing full statutory coverage In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement

- (2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below Such insurance shall include

- (a) Comprehensive General Liability      \$1,000,000
- (b) Motor Vehicle Liability Insurance      \$1,000,000
- (c) Professional Liability                      \$1,000,000

After one year from the date this Agreement is first executed, the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar county agreements by giving sixty (60) days notice to Contractor. County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7

**Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below

A

**Section 504 of the Rehabilitation Act of 1973.**

- 1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified handicapped individual shall, solely by reason of a handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract
- 2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to handicapped persons on an equivalent basis with those received by non-handicapped persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year

B

**Non-discrimination - General.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related (40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this agreement



- C **Non-Discrimination - Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractors affirmative action policies shall be made available to County upon request.

8 **Child Abuse Prevention and Reporting.**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

- A A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C At county sole discretion, contractor agrees that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees and/or its subcontractors, assignees, or volunteers have contact.

9 **Assignments and Subcontracts**

- A Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.
- B Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.
- C All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this agreement, and Contractor shall be liable for the assignees, subcontractors or consultants acts and/or omissions.
- D All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

10     **Records**

- A     Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed
  
- B     Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater

11     **Compliance with Applicable Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, including but not limited to appropriate licensure, certification regulations, and confidentiality requirements, and applicable quality assurance regulations

12     **Monitoring**

All services performed and payments made pursuant to this agreement shall be monitored according to the protocols set forth in Exhibit D, attached hereto and incorporated by reference herein

13     **Alteration of Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto

14     **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

1) In the case of County, to  
San Mateo County  
Mary Ann Tse  
Human Services Agency  
400 Harbor Blvd, Bldg B  
Belmont, CA 94002  
650 802- 5115

2) In the case of Contractor, to  
Ron Alexander  
Edgewood Center for Children and Families  
1796 Bay Road  
East Palo Alto, CA 94303  
415 682- 3232

**B Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California

**15 Term of the Agreement**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from October 1, 2000, through June 30, 2001 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

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

COUNTY OF SAN MATEO

By \_\_\_\_\_  
Michael D. Nevin, President  
Board of Supervisors, County of San Mateo

Date \_\_\_\_\_

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES

By Ronald Alexander  
PROGRAM DIRECTOR

Date 2-1-01

Tax ID# 941186168

**EXHIBIT A**

**PROGRAM DESCRIPTION**

**EDGEWOOD CENTER FOR CHILDREN AND FAMILIES**  
**KINSHIP SUPPORT SERVICES PROGRAM (KSSP)**  
**OCTOBER 1, 2000 JUNE 30, 2001**

In consideration of the payments herein provided for, Contractor shall, under the general direction of the Director of Human Services or her authorized representative, provide services to benefit the citizens of San Mateo County as described below. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services:

Three main objectives that will be achieved with the use of the state funds to provide KSSP services:

- 1 KSSP will provide services to 225 children and 100 relative caregivers by June 30, 2001
- 2 Help relative caregivers identify a supportive community of other caregivers and support the mental health, physical health and overall well being of relative caregivers
- 3 Provide children in relative care with supportive mental health, physical health and education

<b>Specific Activities</b>	<b>Evaluation of Progress</b>
Provide services to 100 relative caregivers and 225 children	Intake and assessment forms will be compiled for all families receiving services
Outreach to San Mateo County services providers to recruit clients and facilitate collaborative relationships	Monthly presentations throughout the county with community organizations who serve potential KSSP clients. One per month
Implement additional Support Group	Establish 3 support groups by 12/00 and 5 support groups by 6/01. Sign in sheets
Hire Program Assistant	Accomplished
Hire Recreational Coordinator	Accomplished
Hire Community Worker	One half-time worker hired. Media ads
Monthly training on parenting, physical and mental health	Monthly training workshops & presentations by local agencies. Once a month. Flyers & sign in sheets
Bi-monthly recreation/respice for caregivers and children	Sign in sheets/flyers/calendar of events
Establish tutoring and home work aid for school age children	Sign in sheets/flyers/feedback from parents and school teachers

**EXHIBIT B**  
**EDGEWOOD CENTER FOR CHILDREN AND FAMILIES**  
**KINSHIP SUPPORT SERVICES PROGRAM (KSSP)**  
**OCTOBER 1, 2000 JUNE 30, 2001**

I **PAYMENTS**

In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to the provisions of paragraph 3 hereinabove, County shall pay Contractor in the manner described below

- A. County shall pay Contractor as invoiced on a quarterly basis. **In no event the total payment to contractor under this nine month Agreement exceed the maximum contract obligation of \$241,136 for the term of the contract.**

October – December 2000

January - March 2001

April – June 2001

- B County may withhold all or part of Contractor s total payment if the Director of Human Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A
- C County will give thirty (30) days prior written notice to Contractor of County s intent to withhold payment
- D 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

II When County plans not to renew an agreement in the following fiscal year or if County plans to terminate this Agreement early, County may withhold all or part of Contractor s final payment until

- A Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports
- B Federal, state or county government completes any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report
- C Services provided in excess of the maximum financial obligation of County will be solely at Contractor s risk and financial responsibility
- D If Contractor does not utilize the total contract revenue budgeted for one or more county-funded cost centers, Contractor may request authorization from County's Children and Family Services Division to do the following
- 1 Apply excess revenue to the next fiscal year contract and to expend the excess revenue on services provided pursuant to a contract for services with County
  - 2 Contractor must submit request, including proposed budget and time line for expenditures no later than July 31, 2001
  - 3 If County does not approve Contractor s request, Contractor shall refund to County's all excess revenue within 60 days after the termination or expiration of the Agreement

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES  
KINSHIP SUPPORT SERVICES PROGRAM (KSSP)  
OCTOBER 1, 2000 JUNE 30, 2001

(Required only from Contractors who provide services directly to the Public on the County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the Contractor(s) ) hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s)

The Contractor(s) (Check a or b)

- a  employs fewer than 15 persons
- b  employs 15 or more persons and, pursuant to section 84 7 (a) of the regulation (45 C F R 84 7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation

Ron Alexander  
Name of 504 Person - Type or Print

1796 Bay Road  
Address

East Palo Alto, CA 94303  
City & State Zip Code

I certify that the above information is complete and correct to the best of my knowledge

3-1-01  
Date

Ronald Alward 941186168  
Signature and Title of Authorized Official

\*Exception DHHS regulations state that

If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible

**EXHIBIT D**

**MONITORING PROCEDURES**

**EDGEWOOD CENTER FOR CHILDREN AND FAMILIES**  
**KINSHIP SUPPORT SERVICES PROGRAM (KSSP)**  
**OCTOBER 1, 2000 JUNE 30, 2001**

As a condition of receipt of funds, the California Department of Social Services (CDSS) mandates quarterly data and evaluation reports. The Contractor will provide computer data entry enabling the CDSS and the County Human Services Agency to access and monitor performance information on line. Additionally, the Contractor will provide quarterly monitoring reports and participate in monthly meetings with County Human Services Agency. Meetings will be monthly until such time as frequency is no longer considered necessary, at which point the meetings will be quarterly.

**EXHIBIT E**

**PROGRAM SPECIFIC REQUIREMENT**

**EDGEWOOD CENTER FOR CHILDREN AND FAMILIES  
KINSHIP SUPPORT SERVICES PROGRAM (KSSP)**

**OCTOBER 1, 2000 JUNE 30, 2001**

1 Audit Requirements

Contractor agrees to furnish the County within 60 days from the termination of this Agreement a certified fiscal and compliance audit of related expenditures during the term of the Agreement based upon the financial statement described in Section 4 of Exhibit E. Such audit shall be completed by an independent public accountant indicating that the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles and the provisions of this agreement. Failure to obtain an unqualified opinion shall be sufficient cause for County to refuse payment of any monies under this, or any other, or any subsequent agreement with Contractor, until such time as an unqualified opinion is given.

2 Responsibility for Audit Exception

It is understood by both parties hereto that the County's funding source herein is both a County and State appropriation, and it is further understood that the Contractor is responsible for administering the program as described herein. Contractor agrees to accept responsibility for receiving, repaying to and/or complying with any audit exceptions by appropriate State and County audit agencies. Contractor also agrees to pay to County the full amount of County's liability to the State Government resulting from said audit exceptions.

3 Allowability of Costs

Shall be determined in accordance with the cost principles established in 45 CFR 74.174 for determining costs applicable to contracts with non-profit organizations.

4 Financial Statement

- a Contractor shall complete a Financial Statement within thirty (30) days after the termination of this Agreement which shall be the final financial and statistical report submitted by Contractor to County.
- b The Financial Statement shall provide detailed information all related to financial activity during the term of this Agreement and shall be prepared in a format approved by the County.

5 Confidentiality

Contractor agrees to require his employees to comply with the provision of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the State Department of Social Services Manual of Policies and Procedures to assure that

- a All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare



and Institutions Code relating to any form of public social services for which grants-in-aid are received by this state for the federal government will be confidential, and will not be open for examination for any purpose not directly connected with the administration of such public social services

- b No person will publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services
- c No person will publish, disclose, or use or permit or cause to be published disclosed or used any confidential information pertaining to an applicant or recipient Contractor agrees to inform all employees, agents, sub-contractors and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor

#### 6 Licensing or Accreditation

Where applicable, the Contractor shall maintain the appropriate license or accreditation through the life of this contract

#### 7 Access to Information and Data

For the purposes of data gathering and analyzing the service given and the overall service results, and so long as it does not infringe upon the rights of the client/Contractor's confidentiality, the County will have access to any file or record kept by Contractor on any client receiving services within the scope of this Agreement for purposes of data gathering and analyzing the service given and the overall service results In addition, in the event the Contractor loses its corporate standing or should decide to discontinue its program, all files and records maintained pursuant to this Agreement will become the property of the County

#### 8 Availability and Retention of Records

Contractor shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a period of three (3) years from the effective date of this agreement, or until all State audits are complete, whichever is later Upon request, Contractor shall make available these records to County, State or Federal personnel

#### 9 Publish

The County and the California Department of Social Services shall have a royalty-free, non-exclusive and irrevocable license to publish, translate, or use, now, or hereafter, all materials developed under this contract, including those covered by copyright

#### 10 Compliance with CDSS

Contractor agrees to comply with all rules, regulations, requirements and directives of the California Department of Social Services which impose duties and limitations upon County which are equally applicable to and made binding upon Contractor, as though made with Contractor directly

County of San Mateo  
Departmental Correspondence

4 pages

**DATE:** February 15, 2001  
**TO:** Priscilla Morse, Risk Manager  
Ext.- 4610, Fax -4864, Pony #EPS163  
**FROM:** *P* Nalini Nath, Children and Family Services  
Ext. 7550; Fax: 6401; Pony: HSA202CW  
**SUBJECT:** Contract Insurance Approval  
**CONTRACTOR:** Edgewood Center for Children

Does Contractor Travel? no

If Yes, What Percent of Contracted Time?

**DUTIES:** Provides comprehensive services to kin caregivers in the County.

INSURANCE COVERAGE:	AMOUNT	APPROVE	WAIVE	MODIFY
Comprehensive Liability x Additional Insured	\$3M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation 15 No Employees	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Dishonesty		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Remarks/Comments:**

Thanks

SIGNATURE: Priscilla Morse 2-16-01  
Risk Management Date



**SAFECO Insurance Company of America**

Home Office: SAFECO Plaza, Seattle, Washington 98105  
(A Stock Insurance Company)

Policy Number  
WC2330588 C  
Prior Policy Number  
WC2330588 B

Agent: 94-1521-000 BLACK/WHITE & ASSOCIATES

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
INFORMATION PAGE**

**1. Named Insured & Mailing Address**

EDGEWOOD CENTER FOR CHILDREN AND FAMILIES  
Refer to Schedule of Named Insureds  
1801 VICENTE STREET  
SAN FRANCISCO CA 94116

ID Numbers  
Bureau 99397-F  
Federal 94-1527492

Insured is NON PROFIT

**Locations**

All usual workplaces of the insured at or from which operations covered by this policy are conducted at the above address unless otherwise stated herein.

2. Policy Period: 12:01 A.M. standard time of the address of the insured as stated. From 03-01-2000 to 03-01-2001

3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the following states: CA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$1,000,000 each accident  
Bodily Injury by Disease \$1,000,000 each employee  
Bodily Injury by Disease \$1,000,000 policy limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. See the POLICY INFORMATION CONTINUATION PAGE for endorsements and schedules.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information in the ATTACHED SCHEDULES is subject to verification and change by audit

MINIMUM PREMIUM	CA	\$500	TOTAL ESTIMATED ANNUAL PREMIUM	\$202,910
AUDIT FREQUENCY	Monthly Interim		PRO RATE	
Bill to Insured			ADVANCE PREMIUM	\$20,292

See attached Premium Summary for Tax/Assessment \$53.41

Black/White & Associates  
Issued 03-03-2000

Authorized Representative

WC 00 00 01 1/98  
WC 00 00 01/EP 1/98  
01

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>	CSR CL EDGEW-2	DATE (MM/DD/YY) 02/28/01
PRODUCER <b>Costello &amp; Sons Insurance Brokers, Inc</b> 1752 Lincoln Avenue San Rafael CA 94901 Phone: 415-455-1515	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	
INSURED	<b>INSURERS AFFORDING COVERAGE</b>	
Edgewood Center for Children and Families 1801 Vicente Street San Francisco CA 94116	INSURER A	<b>Riverport Insurance Companies</b>
	INSURER B	<b>Westport Insurance Corporation</b>
	INSURER C	
	INSURER D	
	INSURER E	

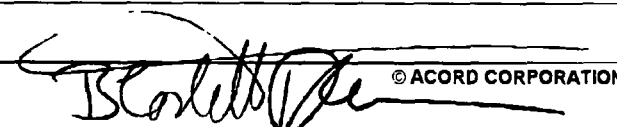
**COVERAGES**

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

NSR LTR	TYPE OF INSURANCE	POL CY NUMBER	POL CY EFFECTIVE DATE (MM/DD/YY)	POL CY EXP RAT ON DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Professional Liab.</b>	RP0001445	03/01/01	03/01/02	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP OP AGG \$ 3,000,000 <b>Emp Ben.</b> 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1,000,000			
A	AUTOMOBILE LIABILITY <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	RP0001445	03/01/01	03/01/02	COMBINED SINGLE LIMIT (Ea acc dent) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY EA ACC DE NT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	RPX001446	03/01/01	03/01/02	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER				E L EACH ACC DE NT \$ E L DISEASE EA EMPLOYEE \$ E L DISEASE POLICY LIMIT \$
B	OTHER <b>Westport Insurance</b>	NPN476533-2	03/01/01	03/01/02	D&O Incl. \$10,000,000 Fiduc. Lia \$5000 dedl

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

\*Except 10 day notice for non-payment of premium.. The certificate holder, its officers, agents, employees and members of the boards and commissions are named as additional insured, but only as respects their interest in the job performed on their behalf by the Named Insured.

CERTIFICATE HOLDER Y	ADDITIONAL INSURED INSURER LETTER A	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXP RAT ON DATE THEREOF THE SINGING 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'S AGENTS OR REPRESENTATIVES
SANMA-5 San Mateo Human Services Agency Stuart Oppenheim, Director 400 Harbor Blvd. Belmont CA 94002		REPRESENTATIVES 

## **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.

**NOTEPAD:**

EDGEW-2

PAGE

INSURED'S NAME Edgewood Center for Children CSR CL

DATE 02/28/01

\$9,000,000 EXCESS OF \$5,000,000 EXCESS- COMPANY: AIG- Policy #346-33--70  
3/1/01 to 3/1/02